

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. See “TAX MATTERS” herein.

**\$100,000,000**

**CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY**

**Revenue Bonds**

**(STANFORD HEALTH CARE)**

**2015 Series A**



**Dated:** Date of Delivery

**Due:** As set forth on inside cover hereof

The 2015 Series A Bonds (the “Bonds”) are being issued as fully registered bonds and initially will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Bonds. Purchases of beneficial interests in the Bonds will be made in book-entry only form (without physical certificates) in denominations of \$5,000 and any integral multiple thereof. For so long as DTC or its nominee, Cede & Co., is the registered owner of the Bonds, (i) payments of the principal of and interest on the Bonds will be made directly to Cede & Co. for payment to its participants for subsequent disbursement to the Beneficial Owners, and (ii) all notices, including any notice of redemption, shall be mailed only to Cede & Co. See APPENDIX E – “BOOK-ENTRY SYSTEM” herein. Interest on the Bonds is payable on February 15 and August 15 of each year, commencing August 15, 2015.

The Bonds are limited obligations of the Authority, secured under the provisions of the Indenture and Loan Agreement, as described herein, and will be payable from Loan Repayments made by Stanford Health Care (the “Corporation”) under the Loan Agreement and from certain funds held under the Indenture. The obligation of the Corporation to make such payments is evidenced and secured by Obligation No. 35 issued under the Master Indenture, described herein, whereunder the Corporation and any future members of the Obligated Group (collectively, the “Obligated Group”) jointly and severally are obligated to make payments on Obligation No. 35 in an amount sufficient to pay the principal of and interest on the Bonds when due. Currently, the Corporation is the sole member of the Obligated Group.

**The Bonds are subject to mandatory, optional and special optional redemption prior to maturity under certain circumstances described herein.**

THE BONDS SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY, OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS THEREFOR PROVIDED. NEITHER THE STATE OF CALIFORNIA NOR THE AUTHORITY SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THE BONDS OR THE PREMIUM, IF ANY, OR THE INTEREST THEREON, EXCEPT FROM THE FUNDS PROVIDED UNDER THE LOAN AGREEMENT, OBLIGATION NO. 35 AND THE OTHER ASSETS PLEDGED UNDER THE INDENTURE, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE BONDS OR THE PREMIUM, IF ANY, OR THE INTEREST ON THE BONDS. THE ISSUANCE OF THE BONDS SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER.

This cover page contains certain information for quick reference only. It is not intended to be a summary of the security or terms of the Bonds. Investors should read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Bonds are offered when, as and if received by the Underwriters, subject to prior sale, to the withdrawal or modification of the offer without notice, and to the approval of the validity of the Bonds and certain legal matters by Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, the approval of certain matters for the Corporation by its counsel, Ropes & Gray LLP, San Francisco, California, for the Authority by its counsel, the Attorney General of the State of California, and for the Underwriters by their counsel, Sidley Austin LLP, San Francisco, California. It is expected that the Bonds in book-entry form will be available for delivery through the facilities of DTC, on or about June 30, 2015.

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**HONORABLE JOHN CHIANG**  
**Treasurer of the State of California**  
**As Agent for Sale**

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**MORGAN STANLEY**

**J.P. MORGAN**

**GOLDMAN, SACHS & CO.**

June 26, 2015

† See “Ratings.”

**\$100,000,000**  
**CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY**  
**Revenue Bonds**  
**(STANFORD HEALTH CARE)**  
**2015 Series A**

\$25,000,000 4.250% Bond due August 15, 2052 – Priced to Yield 4.330% CUSIP 13033L8Q3<sup>†</sup>

\$75,000,000 5.000% Term Bond due August 15, 2054 – Priced to Yield 4.030%<sup>††</sup> CUSIP 13033L8P5<sup>†</sup>

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<sup>†</sup> A registered trademark of The American Bankers Association. CUSIP data is provided by Standard & Poor's CUSIP Service Bureau, a Standard & Poor's Financial Services business. CUSIP numbers are provided for convenience of reference only. None of the Authority, the Corporation, or the Underwriters assumes any responsibility for the accuracy of such numbers.

<sup>††</sup> Priced to optional redemption date of August 15, 2025.

This Official Statement does not constitute an offer to sell the Bonds or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any state or other jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale in such state or jurisdiction. No dealer, broker, salesperson or any other person has been authorized to give any information or to make any representation, other than those contained in this Official Statement in connection with the offering of the Bonds and, if given or made, such information or representation must not be relied upon. The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement in accordance with and as part of their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

The information set forth herein under the captions “THE AUTHORITY” and “ABSENCE OF MATERIAL LITIGATION—The Authority” has been furnished by the Authority. The Authority does not warrant the accuracy of the statements contained herein relating to the Corporation nor does it directly or indirectly guarantee, endorse or warrant (1) the creditworthiness or credit standing of the Corporation, (2) the sufficiency of the security for the Bonds or (3) the value or investment quality of the Bonds. The Authority makes no representations or warranties whatsoever with respect to any information contained therein except for the information under the sections entitled “THE AUTHORITY” and “ABSENCE OF MATERIAL LITIGATION—The Authority.”

The information relating to DTC and the book-entry system set forth herein under the caption “THE BONDS—General” and in Appendix E hereto has been furnished by DTC. Such information is believed to be reliable but is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Authority, the Corporation or the Underwriters. All other information set forth herein has been obtained from the Corporation and other sources (other than the Authority) that are believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Authority or the Underwriters. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement, nor any sale of the Bonds made hereunder, shall create under any circumstances any indication that there has been no change in the affairs of the Authority, DTC or the Corporation since the date hereof. This Official Statement is being provided to prospective investors in connection with the issuance of securities referred to herein and may not be used, in whole or in part, for any other purpose.

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IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITERS MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT LEVELS ABOVE THAT WHICH OTHERWISE MIGHT PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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#### CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements.” Such statements generally are identifiable by the terminology used, such as “plan,” “expect,” “estimate,” “budget” or other similar words. Such forward-looking statements include but are not limited to certain statements under the captions “THE PLAN OF FINANCE” and “BONDHOLDERS’ RISKS” in the forepart of this Official Statement and the statements contained under the caption “Management’s Discussion and Analysis” in APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—SUMMARY OF FINANCIAL INFORMATION.”

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The Corporation does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

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## OFFICIAL STATEMENT

**\$100,000,000**  
**CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY**  
**Revenue Bonds**  
**(STANFORD HEALTH CARE)**  
**2015 Series A**

### INTRODUCTORY STATEMENT

The following introductory statement is subject in all respects to the more complete information set forth in this Official Statement. The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive and are qualified in their entirety by reference to each document. All capitalized terms used in this Official Statement and not otherwise defined herein or in Appendix C have the same meaning as in the Master Indenture or the Indenture (each as defined below). See APPENDIX C – “SUMMARY OF PRINCIPAL DOCUMENTS—Definitions of Certain Terms.”

#### **Purpose of this Official Statement**

This Official Statement, including the cover page and the appendices hereto, is provided to furnish information in connection with the sale and delivery of \$100,000,000 aggregate principal amount of California Health Facilities Financing Authority Revenue Bonds (Stanford Health Care) 2015 Series A Bonds (the “Bonds”).

The Bonds will be issued pursuant to and secured by an Indenture, dated as of June 1, 2015 (the “Indenture”), between the California Health Facilities Financing Authority (the “Authority”) and U.S. Bank National Association, as trustee (the “Trustee”). The Authority will lend the proceeds of the Bonds to Stanford Health Care, a California nonprofit public benefit corporation (the “Corporation”) pursuant to a Loan Agreement, dated as of June 1, 2015 (the “Loan Agreement”), between the Authority and the Corporation.

#### **Stanford Health Care**

The Corporation operates Stanford Hospital, a tertiary, quaternary and specialty teaching hospital (the “Hospital”), and the Stanford University clinics (the “Clinics”), which include primary, specialty and sub-specialty clinics, in which the medical faculty of the Stanford University School of Medicine provide clinical services. The Corporation serves as the principal teaching affiliate of the Stanford University School of Medicine with respect to providing primary and specialty health services to adults and operates its facilities to provide the clinical settings through which the Stanford University School of Medicine educates medical and graduate students, trains residents and clinical fellows, supports faculty clinicians and conducts medical and biological sciences research. The principal facilities of the Hospital and the Clinics are located on the campus of Stanford University adjacent to its School of Medicine and elsewhere in Palo Alto, California and in nearby communities.

For additional information concerning the Corporation, its facilities and operations, including certain financial and statistical data, see APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE.”

**The Corporation is solely responsible for the payment of principal of and interest on the Bonds. Neither Stanford University nor any legal entity other than the Corporation is obligated to make any such payments. Stanford University and the Corporation are not co-guarantors of the debt of each other, and each is separately rated by the rating agencies.**

#### **Plan of Finance**

The issuance of the Bonds is a component of the Corporation’s financing plan, which involves the issuance by the Authority of \$175,000,000 total aggregate principal amount of bonds for the benefit of the Corporation. Such bonds will consist of the fixed rate bonds which are the Bonds described in this Official Statement and

\$75,000,000 aggregate principal amount of variable rate bonds (the “Variable Rate Bonds” and, together with the Bonds, the “Series 2015 Bonds”), issued concurrently with the Bonds. The Variable Rate Bonds are expected to be purchased by a single financial institution, through a direct placement, and not publicly offered. The issuance of the Bonds is not dependent upon the issuance of the Variable Rate Bonds.

The proceeds of the Bonds will be used to finance a portion of the costs of the replacement and renovation of the Corporation’s hospital facilities (the “Project”). See “ESTIMATED SOURCES AND USES OF FUNDS” herein and APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—SERVICES, FACILITIES AND OPERATIONS—The Project, SHC’s Long Range Master Plan and Additional Capital Needs—The Project.”

The Corporation also will use the proceeds of the Variable Rate Bonds to finance a portion of the costs of the Project.

Costs of issuance related to the Series 2015 Bonds, including underwriters’ compensation, will be paid by the Corporation.

### **Security for the Bonds**

The Bonds are limited obligations of the Authority secured under the provisions of the Indenture, and will be payable solely from payments (the “Loan Repayments”) made by the Corporation under the Loan Agreement, from payments made by the Corporation on Obligation No. 35 (hereinafter defined), and from certain funds held under the Indenture. All capitalized terms used in this Official Statement and not otherwise defined in this Official Statement shall have the meanings assigned to such terms in the Indenture or the Master Indenture, as applicable. See APPENDIX C – “SUMMARY OF PRINCIPAL DOCUMENTS—DEFINITIONS OF CERTAIN TERMS.”

The obligation of the Corporation under the Loan Agreement with respect to the Bonds will be further evidenced and secured by an obligation (“Obligation No. 35”) to be issued under the Amended and Restated Master Indenture of Trust, dated as of June 1, 2011 and effective as of June 16, 2011 (the “Amended and Restated Master Indenture of Trust”), between the Corporation, formerly known as Stanford Hospital and Clinics, and The Bank of New York Mellon Trust Company, N.A., as master trustee (the “Master Trustee”), as supplemented by the Supplemental Master Indenture for Obligation No. 35, dated as of June 1, 2015 (“Supplement No. 35”), between the Corporation and the Master Trustee. The Amended and Restated Master Indenture of Trust amended and restated the Master Indenture of Trust, dated as of December 1, 1990 (the “Original Master Indenture”), between the Corporation, then known as Stanford University Hospital, and First Interstate Bank, LTD., predecessor trustee to BNY Western Trust Company predecessor-in-interest to The Bank of New York Mellon Trust Company, N.A. formerly known as The Bank of New York Trust Company, N.A. as Master Trustee. The Amended and Restated Master Indenture of Trust, as supplemented and amended from time to time pursuant to its terms, including as supplemented by Supplement No. 35 is herein referred to as the “Master Indenture.”

The obligations of the Corporation with respect to the loan of the proceeds of the Variable Rate Bonds will be evidenced by a separate Obligation (the “Variable Rate Obligation”) issued by the Corporation under the Master Indenture. Additionally, the Corporation will deliver to the purchaser of the Variable Rate Bonds an Obligation (the “Bank Obligation” and, together with Obligation No. 35 and the Variable Rate Obligation, the “Series 2015 Obligations”), securing the Corporation’s obligations under a supplemental covenant agreement between the Corporation and such purchaser. The Variable Rate Obligation and the Bank Obligation each will rank on a parity with all Obligations issued under the Master Indenture, including Obligation No. 35. The Series 2015 Obligations, the outstanding Obligations relating to other indebtedness and obligations of the Corporation (as described below) and any other Obligations issued in the future under the Master Indenture (each an “Obligation” and collectively, the “Obligations”) will be secured by security interests in (i) the Gross Revenues of each Member of the Obligated Group and (ii) the moneys on deposit from time to time in the Gross Revenue Fund established under the Master Indenture. Currently, the Corporation is the only Member of the Obligated Group created pursuant to the Master Indenture. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS” herein.

Notwithstanding the effectiveness of the Amended and Restated Master Indenture of Trust, provisions therein providing for certain actions to be taken upon the direction of the Holders of fifty percent (50%) of



Outstanding Obligations, rather than upon the direction of the Holders of twenty-five percent (25%) of Outstanding Obligations as provided in the Original Master Indenture, will not go into effect until the Corporation secures the consent of the Holders of 100% in aggregate principal amount of Obligations Outstanding. See APPENDIX C – “SUMMARY OF PRINCIPAL DOCUMENTS—Master Indenture—Events of Default and Remedies—Events of Default, Acceleration; Annulment of Acceleration,” and “—Additional Remedies and Enforcement of Remedies” for a summary of such provisions. By purchasing the Bonds offered hereunder, the purchasers and Beneficial Owners will be deemed to have consented to amendment of each such direction of holder provision set forth in the Amended and Restated Master Indenture of Trust.

No reserve fund is being established in connection with the Bonds.

### **Additional Indebtedness**

No bonds other than the Bonds may be issued under the Indenture. However, as described below under “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS,” the Corporation is permitted to incur additional indebtedness under the Master Indenture, subject to the financial tests and limitations set forth therein and described in Appendix C attached hereto. See APPENDIX C – “SUMMARY OF PRINCIPAL DOCUMENTS—MASTER INDENTURE—Covenants—Limitations on Additional Indebtedness.”

For a description of certain events that are expected to require the incurrence of additional indebtedness of the Corporation, see “SERVICES, FACILITIES AND OPERATIONS—The Project, SHC’s Long-Range Master Plan and Additional Capital Needs” in APPENDIX A attached hereto.

### **Bondholders’ Risks**

There are risks associated with the purchase of the Bonds. See “BONDHOLDERS’ RISKS” for a discussion of certain of these risks.

### **Availability of Documents**

Copies of the Amended and Restated Master Indenture of Trust, Supplement No. 35, the Indenture, the Loan Agreement, Obligation No. 35 and the Continuing Disclosure Agreement, each as executed and delivered, may be examined or obtained at the expense of the person requesting the same at the corporate offices of the Corporation or at the designated corporate trust office of the Trustee.

## **THE AUTHORITY**

### **General**

The Authority is a public instrumentality of the State of California (the “State”) organized and existing under and by virtue of the California Health Facilities Financing Authority Act, constituting Part 7.2 of Division 3 of Title 2 of the California Government Code (the “Act”). The intent of the State legislature in enacting the Act was to provide financing to health facilities and to pass along to the consuming public all or part of any savings realized by a participating health institution (as defined in the Act) as a result of tax-exempt financing. Pursuant to the Act, the Authority is authorized to issue its revenue bonds for the purpose of financing (including reimbursing expenditures made or refinancing indebtedness incurred for such purpose) the construction, expansion, remodeling, renovation, furnishing, equipping or acquisition of health facilities operated by participating health institutions. The State Treasurer is authorized under the Act to sell such revenue bonds on behalf of the Authority.

### **Organization and Membership**

The Act provides that the Authority shall consist of nine members, including the State Treasurer, who shall serve as Chairman, the State Controller, the Director of Finance and two members appointed by each of the State Senate Rules Committee, the Speaker of the State Assembly and the Governor of the State. The Chairman of the Authority appoints the Executive Director.

## **Outstanding Indebtedness of the Authority**

As of March 31, 2015, the Authority had issued obligations aggregating \$31,773,012,017 in original principal amount and had outstanding obligations in the aggregate principal amount of \$12,984,593,055.

## **THE BONDS**

The following is a summary of certain provisions of the Bonds. Reference is made to the Bonds for the complete text thereof and to the Indenture for all of the provisions relating to the Bonds. The discussion herein is qualified by such reference.

### **General**

The Bonds are being issued pursuant to the Indenture in the aggregate principal amount set forth on the cover of this Official Statement. The Bonds will be delivered in fully registered form without coupons. The Bonds will be dated the date of delivery and will be payable as to principal, subject to the redemption provisions set forth herein, on the dates and in the amounts as set forth on the inside cover page hereof. The Bonds will be transferable and exchangeable as set forth in the Indenture and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). DTC will act as securities depository for the Bonds. Ownership interests in the Bonds may be purchased in book-entry form only, in denominations of \$5,000 or any integral multiple thereof. See “THE BONDS—Book-Entry System.”

The Bonds will bear interest at the rates per annum set forth on the inside cover page hereof, payable semiannually on February 15 and August 15 of each year (each, an “Interest Payment Date”), commencing August 15, 2015, to the person whose name appears on the bond registration books of the Trustee as the Holder thereof as of the close of business on the Record Date (which will be the first day of the month, whether or not a Business Day, in which an Interest Payment Date occurs) for each Interest Payment Date (except with respect to interest in default, for which a special record date shall be established). So long as Cede & Co. is the registered owner of the Bonds, principal of and interest on the Bonds are payable by wire transfer by the Trustee to Cede & Co., as nominee for DTC, which, in turn, will remit such amounts to DTC Participants (as defined herein) for subsequent disbursement to the Beneficial Owners. See APPENDIX E – “BOOK-ENTRY SYSTEM.”

If the book-entry system for the Bonds is ever discontinued, payment of interest on the Bonds will be made by check mailed by first-class mail on each Interest Payment Date to each Holder as of the Record Date for such Interest Payment Date at its address as it appears on the bond registration books maintained by the Trustee; provided, however, that the Holder of at least one million dollars (\$1,000,000) in aggregate principal amount of Bonds may be paid by wire transfer to an account within the United States upon written request filed with the Trustee on or before the Record Date for the applicable Interest Payment Date. Payment of the principal or redemption price of Bonds will be payable upon presentation and surrender of the Bonds at the corporate trust office of the Trustee.

### **Redemption**

***Special Redemption.*** The Bonds are subject to redemption prior to their respective stated maturities, at the option of the Authority (which option shall be exercised upon Request of the Corporation, a copy of which Request shall be delivered to the Trustee not less than 25 days prior to the date fixed for such redemption, or such shorter period as agreed to in writing by the Trustee), in whole or in part (and, if in part, in such amounts and maturities as may be specified by the Corporation and in Authorized Denominations), on any date specified by the Corporation, from hazard insurance or condemnation proceeds received with respect to the facilities of the Corporation and deposited in the Special Redemption Account, at the principal amount thereof, plus accrued interest to the date fixed for redemption, without premium.

***Optional Redemption.*** The Bonds are subject to redemption prior to their respective stated maturities, at the option of the Authority (which option shall be exercised upon Request of the Corporation, a copy of which Request shall be delivered to the Trustee not less than 25 days prior to the date fixed for such redemption, or such

shorter period as agreed to in writing by the Trustee), in whole or in part (and if in part, in such amounts and such maturities as may be specified by the Corporation and in Authorized Denominations, or, if the Corporation fails to specify such maturities, in inverse order of maturity) on any date on or after August 15, 2025, at a Redemption Price equal to 100% of the principal amount of Bonds called for redemption, plus accrued interest, if any, to the date fixed for redemption.

***Sinking Account Redemption.*** The Bonds maturing on August 15, 2054 are subject to redemption prior to their stated maturity in part from Mandatory Sinking Account Payments on August 15 in the years and in the principal amount as set forth below plus accrued interest to the date of redemption, without premium:

<b>Mandatory Sinking Account Payment Dates (August 15)</b>	<b>Mandatory Sinking Account Payments</b>
2052	\$ 6,845,000
2053	33,245,000
2054 <sup>†</sup>	34,910,000

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<sup>†</sup> Final Maturity.

***Selection of Bonds for Redemption.*** Whenever provision is made in the Indenture for the redemption of less than all of the Bonds of any maturity, the Trustee shall select the Bonds to be redeemed, from all the Bonds subject to redemption or such given portion thereof equal to a multiple of Authorized Denominations of such maturity not previously called for redemption, by lot or in any manner which the Trustee in its sole discretion shall deem appropriate.

***Notice of Redemption.*** Notice of redemption shall be given by the Trustee by first class mail, postage prepaid, not less than 20 days, nor more than 60 days prior to the redemption date, to the respective Holders of any the Bonds designated for redemption at their addresses appearing on the bond registration books of the Trustee. Each notice of redemption shall be dated, shall identify the Bonds to be redeemed, shall state (i) the date of issue of the Bonds, (ii) the redemption date, (iii) the Redemption Price, (iv) the place or places where the Bonds being redeemed shall be surrendered for payment of the Redemption Price (including the name and appropriate address or addresses of the Trustee), (v) the maturity date of the Bonds being redeemed, (vi) the CUSIP numbers, if any, and, in the case of the Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Such notice shall also state that on the redemption date there will become due and payable on each of said the Bonds the Redemption Price thereof or of said specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such redemption date, interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered at the address or addresses of the Trustee specified in the redemption notice.

Failure by the Trustee to mail notice of redemption pursuant to the Indenture to any one or more of the respective Holders of any Bonds designated for redemption shall not affect the validity or sufficiency of the proceedings for redemption with respect to the Holders to whom such notice was mailed. Failure by the Trustee to mail notice of redemption to the Repository or the Authority shall not affect the validity or sufficiency of the proceedings for redemption.

With respect to any notice of optional redemption of the Bonds, unless, upon the giving of such notice, such Bonds shall be deemed to have been paid pursuant to the provisions of the Indenture, such notice shall state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of amounts sufficient to pay the principal of and interest on, such Bonds to be redeemed, and that if such amounts shall not have been so received said notice shall be of no force and effect and the Authority shall not be required to redeem such Bonds and such failure to redeem such Bonds shall not constitute an Event of Default. In the event that such notice of redemption contains such a condition and such amounts are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice to the Holders to the effect that such amounts were not so received and such redemption was not made, such notice to be given by the Trustee in the same manner and to the same parties, as notice of such redemption was given pursuant to the

provisions of the Indenture. Such notice may also state other conditions to the optional redemption and if any other conditions are so stated, shall state that if such conditions shall not have been satisfied on or prior to the date fixed for redemption, said notice shall be of no force and effect and the Authority shall not be required to redeem such Bonds and such failure to redeem such Bonds shall not constitute an Event of Default. In the event that such notice of optional redemption contains any such additional condition or conditions and such condition or conditions shall not have been satisfied on or prior to the date fixed for redemption, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice to the Holders to the effect that such condition or conditions were not met and such redemption was not made, such notice to be given to the Trustee in the same manner and to the same parties as notice of such redemption was given pursuant to the provisions of the Indenture.

Any notice given pursuant to the provisions of the Indenture described under this caption (other than a notice given in connection with a Mandatory Sinking Account Payment redemption) may be rescinded by written notice given to the Trustee by the Corporation no later than 4 Business Days prior to the date specified for redemption. The Trustee shall give notice of such rescission as soon thereafter as practicable in the same manner, and to the same parties, as notice of such redemption was given pursuant to the Indenture.

***Effect of Redemption.*** Notice of redemption having been duly given as aforesaid, and moneys for payment of the Redemption Price of, together with interest accrued to the date fixed for redemption on, the Bonds (or portions thereof) so called for redemption being held by the Trustee, on the date fixed for redemption designated in such notice, the Bonds (or portions thereof) so called for redemption shall become due and payable at the Redemption Price specified in such notice and interest accrued thereon to the date fixed for redemption, interest on the Bonds so called for redemption shall cease to accrue, said the Bonds (or portions thereof) shall cease to be entitled to any benefit or security under the Indenture, and the Holders of said the Bonds shall have no rights in respect thereof except to receive payment of said Redemption Price and accrued interest to the date fixed for redemption from funds held by the Trustee for such payment.

All the Bonds redeemed pursuant to the provisions of the Indenture and described in this section shall be cancelled and destroyed by the Trustee upon surrender thereof.

#### **Mandatory Purchase In Lieu of Redemption.**

Each Holder, by purchase and acceptance of any Bond, irrevocably grants to the Corporation the option to purchase such Bond, at any time such Bond is subject to optional redemption as provided in the Indenture, at a purchase price equal to the Redemption Price then applicable to such Bond. In order to exercise such option, the Corporation shall deliver to the Trustee and the Authority a Favorable Opinion of Bond Counsel to the effect that such purchase, will not, in and of itself cause the interest on the Bonds to be included in gross income, and the Corporation shall direct the Trustee to provide notice of mandatory purchase, such notice to be provided, as and to the extent applicable, in accordance with the provisions of the Indenture described above under the caption "Notice of Redemption." On the date fixed for purchase of any Bond in lieu of redemption, the Corporation shall pay the purchase price of such Bond to the Trustee in immediately available funds and the Trustee shall pay the same to the Holders of Bonds being purchased against delivery thereof. Following such purchase, the Trustee shall register such Bonds in accordance with the written instructions of the Corporation. No purchase of any Bond in lieu of redemption shall operate to extinguish the indebtedness evidenced by such Bond. No Holder may elect to retain a Bond subject to mandatory purchase in lieu of redemption.

#### **Book-Entry System**

The Bonds will be issued in book-entry form. DTC will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Bond will be issued for each maturity of the Bonds in the total aggregate principal amount of each such maturity and will be deposited with DTC. See APPENDIX E – "BOOK-ENTRY SYSTEM."

The Corporation and the Authority cannot and do not give any assurances that DTC will distribute to DTC Participants (as such term is defined in Appendix E) or that DTC Participants or others will distribute to the Beneficial Owners payments of principal of and interest on the Bonds or any redemption or other notices or that they will do so on a timely basis or will serve and act in the manner described in this Official Statement. Neither the

Corporation nor the Authority is responsible or liable for the failure of DTC or any DTC Participant or DTC Indirect Participant (as such term is defined in Appendix E) to make any payments or give any notice to a Beneficial Owner with respect to the Bonds or any error or delay relating thereto.

### **Notice to Bondholders**

All notices to Bondholders required by the Indenture will be deemed to have been sufficiently given or served for all purposes under the Indenture by being delivered by first-class mail, by overnight delivery or by email transmission, facsimile transmission or other electronic means of communication providing evidence of transmission, including a telephone communication confirmed by any of the aforementioned electronic methods.

## **SECURITY AND SOURCE OF PAYMENT FOR THE BONDS**

### **General**

The Bonds are limited obligations of the Authority, payable solely from the Revenues pledged under the Indenture for such payment. Revenues consist primarily of Loan Repayments made by the Corporation pursuant to the Loan Agreement in amounts sufficient to pay the principal of and interest on the Bonds, when such become due. The Authority will assign its right, title, and interest in the Loan Agreement (except for any deposits to the Rebate Fund, the right to receive any administrative fees and expenses to the extent payable to the Authority, the right of the Authority to be reimbursed or indemnified pursuant thereto and the right to receive certain notices and opinions, to give consents or approvals and to make inspections) and in Obligation No. 35 to the Trustee. The obligation of the Corporation to make the Loan Repayments will be further evidenced and secured by Obligation No. 35. See “—The Master Indenture” below.

No reserve fund is being established in connection with the Bonds.

### **The Master Indenture**

***Joint and Several Obligations.*** Currently, the Corporation is the sole Member of the Obligated Group. Under the Master Indenture, the Corporation, as Obligated Group Representative, may incur, for itself and on behalf of the other Members of the Obligated Group, Indebtedness, which may be evidenced and secured by Obligations issued under the Master Indenture. All Members of the Obligated Group are jointly and severally liable with respect to the payment of each Obligation issued under the Master Indenture.

Obligation No. 35 is being issued by the Corporation under and pursuant to the Master Indenture on a parity with all other Obligations issued or to be issued thereunder. See “Outstanding Obligations Under the Master Indenture” below. All Members of the Obligated Group are required to make payments on Obligation No. 35 in amounts sufficient to pay the principal of and interest on the Bonds when due. For a discussion of entry into or withdrawal from the Obligated Group, see APPENDIX C – “SUMMARY OF PRINCIPAL DOCUMENTS—Master Indenture—Obligated Group Membership and Withdrawal.”

***Outstanding Obligations Under the Master Indenture.*** Upon the issuance of the Bonds and the Variable Rate Bonds, Obligations outstanding under the Master Indenture will secure (i) \$1,430,450,000 in aggregate principal amount of indebtedness related to revenue bonds issued for the benefit of the Corporation, (ii) the Corporation’s obligations to make regularly scheduled payments and, in limited circumstances, settlement payments, under certain existing interest rate swap agreements and (iii) the Corporation’s obligations to make payments, under certain circumstances, to the financial institution which is purchasing the Variable Rate Bonds and which has purchased certain revenue bonds issued for the benefit of the Corporation in a prior direct placement transaction. For a discussion of the interest rate swap agreements that the Corporation has entered into, see APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—SUMMARY OF FINANCIAL INFORMATION—Interest Rate Swap Arrangements.”

***Security for Obligations.*** All Obligations issued and outstanding under the Master Indenture, including Obligation No. 35, which evidences and secures the Corporation’s obligations under the Loan Agreement, and the



Variable Rate Obligation and the Bank Obligation, are secured by security interests in (i) the Gross Revenues of each Member of the Obligated Group and (ii) the moneys and investments on deposit from time to time in the Gross Revenue Fund created under the Master Indenture and held by the Master Trustee. For a description of the limitations on the enforceability of the Master Indenture, see “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS—Security and Enforceability—Risks Related to Master Indenture Financings, Fraudulent Transfer or Conveyance Statutes” herein.

***Security Interest in Gross Revenues.*** Pursuant to the Master Indenture, the Corporation and each of the other Members of the Obligated Group, if any, grants a security interest in its Gross Revenues. The security interest in Gross Revenues has been perfected to the extent the same may be perfected by filing under the California Commercial Code. The California Commercial Code does not permit perfection by filing with respect to certain items included in Gross Revenues. Under certain circumstances, the security interest in Gross Revenues may be subordinated to the interests of creditors other than the Holders of Obligations.

***The Gross Revenue Fund; Security Interest Therein.*** Under the Master Indenture, the Corporation and each of the other Members of the Obligated Group, if any, are required to deposit daily all of the cash proceeds of the Gross Revenues with a depository bank or banks (collectively, a “Depository Bank”). Subject to the provisions of the Master Indenture permitting the moneys in the Gross Revenue Fund to be used as provided therein, the Corporation and each of the other Members of the Obligated Group, if any, grants a security interest in the Gross Revenue Fund to the Master Trustee. With certain exceptions, a security interest in the moneys in the Gross Revenue Fund may be perfected only if the moneys are held by the Master Trustee or its agent. The Corporation, the Master Trustee and each Depository Bank are required to execute and have executed account control agreements (each, an “Account Control Agreement”) to create this agency relationship. See APPENDIX C – “SUMMARY OF PRINCIPAL DOCUMENTS—Master Indenture—Gross Revenue Fund.”

***Additional Indebtedness.*** The Corporation and each of the other Members of the Obligated Group, if any, are permitted under the Master Indenture to incur additional Indebtedness, either unsecured or secured by Permitted Liens, subject to the financial tests and limitations contained in the Master Indenture. Additional Indebtedness need not be evidenced by Obligations issued under the Master Indenture. However, only Indebtedness represented by Obligations will be secured by the security interests in Gross Revenues and the Gross Revenue Fund on a parity with other Obligations. For a description of the financial tests and limits on additional indebtedness in the Master Indenture. See APPENDIX C – “SUMMARY OF PRINCIPAL DOCUMENTS—Master Indenture—Covenants—Limitations on Additional Indebtedness.”

***Other Master Indenture Covenants.*** In addition to the security and other provisions described above, the Master Indenture contains provisions, covenants and restrictions related to debt coverage, mergers, consolidations, sales and conveyances, dispositions of assets and other matters. See APPENDIX C – “SUMMARY OF PRINCIPAL DOCUMENTS—Master Indenture—Covenants.”

***Limitations on Enforceability.*** There are circumstances under which it is possible that the Master Indenture would not be enforced by courts, especially as to future Members of the Obligated Group. Also there are a number of circumstances under which the security interests, especially the security interest in Gross Revenues, may not be enforced or may be subordinated to the claims of others. See “Security and Enforceability —Risks Related to Master Indenture Financings; Fraudulent Transfer or Conveyance Statutes;” “Enforceability of the Loan Agreement;” and “Enforceability of Security Interests” herein.

## **Security and Enforceability**

***Bankruptcy.*** In the event of bankruptcy of the Corporation, the rights and remedies of the Bondholders are subject to various provisions of the federal Bankruptcy Code. If the Corporation were to file a petition in bankruptcy, payments made by the Corporation during the 90 day (or perhaps one-year) period immediately preceding the filing of such petition may be avoidable as preferential transfers to the extent such payments allow the recipients thereof to receive more than they would have received in the event of such entity’s liquidation. Security interests and other liens granted to a trustee, including the Trustee and the Master Trustee, and perfected during such preference period also may be avoided as preferential transfers to the extent such security interest or other lien secures obligations that arose prior to the date of such perfection. Such a bankruptcy filing would operate as an

automatic stay of the commencement or continuation of any judicial or other proceeding against the Corporation and its property and as an automatic stay of any act or proceeding to enforce a lien upon or to otherwise exercise control over such property, as well as various other actions to enforce, maintain or enhance the rights of a trustee. If the bankruptcy court so ordered, the property of the Corporation, including accounts receivable and proceeds thereof, could be used for the financial rehabilitation of the Corporation despite any security interest of a trustee therein. The rights of the Trustee to enforce its security interests and other liens could be delayed during the pendency of the rehabilitation proceeding.

The Corporation could file a plan for the adjustment of its debts in any such proceeding, which could include provisions modifying or altering the rights of creditors generally or any class of them, secured or unsecured. The plan, when confirmed by a court, binds all creditors who had notice or knowledge of the plan and, with certain exceptions, discharges all claims against the debtor to the extent provided for in the plan. No plan may be confirmed unless certain conditions are met, among which are conditions that the plan be feasible and that it shall have been accepted by each class of claims impaired thereunder. Each class of claims has accepted the plan if at least two-thirds in dollar amount and more than one-half in number of the class cast votes in its favor. Even if the plan is not so accepted, it may be confirmed if the court finds that the plan is fair and equitable with respect to each class of non-accepting creditors impaired thereunder and does not discriminate unfairly.

In addition, the obligations of the Corporation under the Loan Agreement are not secured by a lien on or security interest in any assets or revenues of the Corporation, other than the lien on Gross Revenues and in the funds on deposit in the Gross Revenue Fund as described herein under “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS” securing all Obligations issued under the Master Indenture. Except with respect to such lien on Gross Revenues, in the event of a bankruptcy of the Corporation, Bondholders would be unsecured creditors and would be in an inferior position to any secured creditors and on a parity with all other unsecured creditors.

In the event of bankruptcy of the Corporation, there is no assurance that certain covenants, including tax covenants, contained in the Loan Agreement or other documents would survive. Accordingly, a bankruptcy trustee could take action that would adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

***Risks Related to Master Indenture Financings; Fraudulent Transfer or Conveyance Statutes.*** On the date of issuance of the Bonds, the Corporation will be the only Member of the Obligated Group, and, consequently, the risks described below in this section would not apply. However, should other institutions join the Obligated Group in the future, the risks described below would be relevant.

The state of insolvency, fraudulent transfer or conveyance and bankruptcy laws relating to the enforceability of obligations of one corporation in favor of the creditors of another, or the obligation of one member of an obligated group to make debt service payments on behalf of another member or the ability of a corporate parent to compel its affiliates or subsidiaries to make such payments is unsettled. The ability of the Master Trustee or the Corporation to compel one Member of the Obligated Group to make payment on behalf of another Member could be subject to challenge if such Member would, by make such payment, be rendered insolvent. In particular, such efforts by the Master Trustee or the Corporation may not be enforced under the Federal Bankruptcy Code or applicable state fraudulent transfer or conveyance statutes if the obligation to pay is incurred without “fair consideration” or “reasonably equivalent value” to the obligor-Member and if the incurrence of the obligation renders the Member insolvent. The standards for determining the fairness of consideration and the manner of determining insolvency are matters of judicial discretion based upon subjective standards and may vary under the Federal Bankruptcy Code and other statutes that may be applicable.

In addition a court could determine, in the event of a bankruptcy of a Member, that payments made on Obligation No. 35 by a bankrupt Member could constitute payments to or for the benefit of an insider, within the meaning of Section 547(b) of the Federal Bankruptcy Code, which payments, if made within one year of the filing of the bankruptcy petition, might be recoverable by the bankruptcy court from the owners of the Bonds.

If a court were to find that a Member did not receive fair consideration or reasonably equivalent value for the incurrence of the indebtedness evidenced by Obligation No. 35 and such Member: (i) was insolvent; (ii) was rendered insolvent by such incurrence; (iii) was engaged in a business activity for which its remaining assets were

unreasonably small; or (iv) intended (or believed) to incur, assume or issue, debt beyond its ability to pay, a court could determine to invalidate, the indebtedness represented by Obligation No. 35.

***Enforceability of the Loan Agreement.*** The legal right and practical ability of the Trustee to enforce rights and remedies under the Loan Agreement may be limited by laws relating to bankruptcy, insolvency, reorganization, fraudulent conveyance or moratorium and by other similar laws affecting creditors rights. In addition, enforcement of such rights and remedies will depend upon the exercise of various remedies specified by such documents, which, in many instances, may require judicial actions that are subject to discretion and delay, that otherwise may not be readily available or that may be limited by certain legal principles.

There exists common law authority and authority under certain statutes for the ability of the courts to terminate the existence of a nonprofit corporation or undertake supervision of its affairs on various grounds, including a finding that such corporation has insufficient assets to carry out its stated charitable purposes. Such court action may arise on the court's own motion or pursuant to a petition of the State or such other persons who have interests different from those of the general public, pursuant to the common law and statutory power to enforce charitable trusts and to see to the application of their funds to their intended charitable uses.

The various legal opinions delivered concurrently with the issuance of the Bonds are qualified as to the enforceability of the various legal instruments by limitations imposed by state and federal laws, rulings, policy and decisions affecting remedies and by bankruptcy, reorganization or other laws of general application affecting the enforcement of creditors' rights or the enforceability of certain remedies or document provisions.

***Enforceability of Security Interests.*** The security interest in Gross Revenues will be perfected to the extent, and only to the extent, that such security interest may be perfected under the California Commercial Code. The foregoing grant of a security interest may be subordinated to the interest and claims of others in several instances. Some examples of cases of subordination of prior interests and claims are (i) statutory liens, (ii) rights arising in favor of the United States of America or any agency thereof, (iii) present or future prohibitions against assignment in any federal statutes or regulations, (iv) constructive trusts, equitable liens or other rights impressed or conferred by any state or federal court in the exercise of its equitable jurisdiction, and (v) federal or state bankruptcy laws that may affect the enforceability of the Master Indenture or grant of a security interest in Gross Revenues. In addition, it may not be possible to perfect a security interest in any manner whatsoever in certain types of Gross Revenues (e.g., gifts, donations, certain insurance proceeds, Medicare and Medi-Cal payments) prior to actual receipt by the Corporation for deposit in the Gross Revenue Fund. To the extent that funds of the Obligated Group are not on deposit in the Gross Revenue Fund, the owners of Obligations, including Obligation No. 35, have no security interest in such funds.

### **Limited Liability of the Authority**

THE BONDS SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY, OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS THEREFOR PROVIDED. NEITHER THE STATE OF CALIFORNIA NOR THE AUTHORITY SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF THE BONDS OR THE PREMIUM, IF ANY, OR THE INTEREST THEREON, EXCEPT FROM THE FUNDS PROVIDED UNDER THE LOAN AGREEMENT, OBLIGATION NO. 35 AND THE OTHER ASSETS PLEDGED UNDER THE INDENTURE, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE BONDS OR THE PREMIUM, IF ANY, OR THE INTEREST ON THE BONDS. THE ISSUANCE OF THE BONDS SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER.



## THE PLAN OF FINANCE

### The Series 2015 Bonds

The Corporation anticipates the issuance of the Bonds and the Variable Rate Bonds in a total aggregate principal amount of \$175,000,000 for the purposes described below. The Corporation will pay all costs of issuance related to the Series 2015 Bonds, including underwriters' compensation, from its internal funds. No assurances can be given that the Variable Rate Bonds will be issued in the anticipated amount.

### The Bonds

The proceeds of the Bonds will be used to finance a portion of the costs of the Project. See APPENDIX A – "INFORMATION CONCERNING STANFORD HEALTH CARE—The Project, SHC's Long-Term Master Plan and Additional Capital Needs."

### The Variable Rate Bonds

The Corporation currently anticipates that the Authority will issue a series of Variable Rate Bonds for the benefit of the Corporation in the total aggregate principal amount of \$75,000,000, the proceeds of which will be used to finance a portion of the costs of the Project. The Variable Rate Bonds are expected to be purchased by a single financial institution, through a direct placement, and not publicly offered.

## ESTIMATED SOURCES AND USES OF FUNDS

The following table assumes the issuance of the Variable Rate Bonds and sets forth the estimated sources and uses of funds related to the Series 2015 Bonds.

	<u>The Bonds</u>	<u>The Variable Rate Bonds</u>	<u>Total Series 2015 Bonds</u>
<i>Estimated Sources of Funds</i>			
Par Amount	\$100,000,000	\$75,000,000	\$175,000,000
Net Original Issue Premium	5,626,500	--	5,626,500
Total	<u>\$105,626,500</u>	<u>\$75,000,000</u>	<u>\$180,626,500</u>
<i>Estimated Uses of Funds</i>			
Project Fund	<u>\$105,626,500</u>	<u>\$75,000,000</u>	<u>\$180,626,500</u>
Total	<u>\$105,626,500</u>	<u>\$75,000,000</u>	<u>\$180,626,500</u>

## DEBT SERVICE REQUIREMENTS

The following table sets forth, for each of the Corporation's fiscal years ending August 31, the amounts required to be paid by the Corporation for payment of the principal, whether by payment at maturity or upon mandatory sinking account redemption, and interest on the Bonds. The table also sets forth debt service on the Variable Rate Bonds and on all bonds previously issued for the benefit of the Corporation that will be outstanding after the issuance of the Series 2015 Bonds.

Year Ending August 31	The Bonds			The Variable Rate Bonds			Total Debt Service on Outstanding Bonds <sup>(2)</sup>	Total Debt Service <sup>(1)(2)</sup>
	Principal	Interest	Total Debt Service on the Bonds	Principal	Interest <sup>(1)</sup>	Total Debt Service on the Variable Rate Bonds <sup>(1)</sup>		
2015	\$ -	\$ 601,563	\$ 601,563	\$ -	\$ 165,699	\$ 165,699	\$ 71,714,841	\$ 72,482,103
2016	-	4,812,500	4,812,500	-	1,892,603	1,892,603	72,702,348	79,407,451
2017	-	4,812,500	4,812,500	-	1,887,397	1,887,397	72,127,391	78,827,288
2018	-	4,812,500	4,812,500	-	1,890,000	1,890,000	71,587,329	78,289,829
2019	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,138,829	78,841,329
2020	-	4,812,500	4,812,500	-	1,892,603	1,892,603	71,191,079	77,896,183
2021	-	4,812,500	4,812,500	-	1,887,397	1,887,397	72,238,204	78,938,100
2022	-	4,812,500	4,812,500	-	1,890,000	1,890,000	71,283,304	77,985,804
2023	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,040,298	78,742,798
2024	-	4,812,500	4,812,500	-	1,892,603	1,892,603	69,405,915	76,111,018
2025	-	4,812,500	4,812,500	-	1,887,397	1,887,397	72,744,210	79,444,107
2026	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,718,527	79,421,027
2027	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,617,001	79,319,501
2028	-	4,812,500	4,812,500	-	1,892,603	1,892,603	72,810,966	79,516,069
2029	-	4,812,500	4,812,500	-	1,887,397	1,887,397	72,808,241	79,508,138
2030	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,810,000	79,512,500
2031	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,809,897	79,512,397
2032	-	4,812,500	4,812,500	-	1,892,603	1,892,603	72,813,436	79,518,539
2033	-	4,812,500	4,812,500	-	1,887,397	1,887,397	72,814,883	79,514,780
2034	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,816,603	79,519,103
2035	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,816,510	79,519,010
2036	-	4,812,500	4,812,500	-	1,892,603	1,892,603	72,821,275	79,526,379
2037	-	4,812,500	4,812,500	-	1,887,397	1,887,397	72,553,172	79,253,068
2038	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,446,473	79,148,973
2039	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,447,111	79,149,612
2040	-	4,812,500	4,812,500	-	1,892,603	1,892,603	72,453,863	79,158,966
2041	-	4,812,500	4,812,500	-	1,887,397	1,887,397	72,458,649	79,158,545
2042	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,468,730	79,171,231
2043	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,478,829	79,181,329
2044	-	4,812,500	4,812,500	-	1,892,603	1,892,603	72,494,133	79,199,236
2045	-	4,812,500	4,812,500	-	1,887,397	1,887,397	72,511,110	79,211,007
2046	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,523,245	79,225,745
2047	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,539,330	79,241,830
2048	-	4,812,500	4,812,500	-	1,892,603	1,892,603	72,598,267	79,303,371
2049	-	4,812,500	4,812,500	-	1,887,397	1,887,397	72,657,399	79,357,295
2050	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,722,102	79,424,602
2051	-	4,812,500	4,812,500	-	1,890,000	1,890,000	72,789,099	79,491,599
2052	31,845,000	4,812,500	36,657,500	24,380,000	1,916,104	26,296,104	-	62,953,604
2053	33,245,000	3,407,750	36,652,750	25,000,000	1,298,031	26,298,031	-	62,950,781
2054	34,910,000	1,745,500	36,655,500	25,620,000	670,388	26,290,388	-	62,945,888
Total:	\$100,000,000	\$183,817,313	\$283,817,313	\$75,000,000	\$72,090,223	\$147,090,223	\$2,677,972,599	\$3,108,880,134

(1) Assumes the Variable Rate Bonds are issued in the aggregate principal amount of \$75,000,000 and bear interest at a rate of 2.52% to maturity.

(2) Assumes interest on the 2012 Series C Bonds is payable at the related Swap (defined herein) fixed rate of 3.365% until 2036, and 2.00% thereafter to maturity; assumes interest on the 2012 Series D Bonds is payable at the related Swap fixed rate of 4.314% to maturity; and assumes interest on all other currently outstanding variable rate bonds is payable at the related Swap fixed rate of 3.627% to maturity.

## CONTINUING DISCLOSURE

Because the Bonds are limited obligations of the Authority, payable solely from amounts received from the Corporation and future Members of the Obligated Group, if any, financial or operating data concerning the Authority is not material to an evaluation of the offering of the Bonds or to any decision to purchase, hold or sell the Bonds. Accordingly, the Authority has not provided any such information. The Corporation, on behalf of the Obligated Group, has undertaken all responsibilities for any continuing disclosure to Holders of the Bonds, as described below, and the Authority has no liability to the Holders of the Bonds or any other person with respect to Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule").

In connection with the issuance of the Bonds, the Corporation, on behalf of the Obligated Group, will enter into a continuing disclosure agreement (the “Continuing Disclosure Agreement”) with U.S. Bank National Association, acting as dissemination agent. Pursuant to the Continuing Disclosure Agreement, the Corporation, for the benefit of Holders and Beneficial Owners of the Bonds, will agree to provide for dissemination: (i) certain financial information and operating data relating to the Obligated Group by not later than 150 days following the end of the Corporation’s fiscal year (which currently is August 31) (the “Annual Report”), commencing with the report for the 2015 Fiscal Year (due January 28, 2016), and (ii) notices of the occurrence of certain enumerated events, as required by the Rule. The Annual Report and the notices of material events will be filed by the Corporation, in readable PDF or other acceptable electronic form, with the Electronic Municipal Market Access system (“EMMA”) of the Municipal Securities Rulemaking Board (the “MSRB”). See APPENDIX F – “FORM OF CONTINUING DISCLOSURE AGREEMENT” for the specific nature of the information to be contained in the Annual Report and the notices of material events. These covenants have been made in order to assist the Underwriters in complying with the Rule.

All the required information in accordance with the Rule with respect to the outstanding bonds issued for the benefit of the Corporation has been provided to the MSRB. In the last five years, the 2012 Annual Report that the Corporation had timely filed with the dissemination agent was not posted by the dissemination agent within the timeframe required under the related continuing disclosure agreement. With respect to two event notices involving rating upgrades, filings were not posted by the dissemination agent within the timeframe required under the related continuing disclosure agreements.

The Corporation additionally has covenanted that it will file with EMMA, not later than 60 days after the end of each fiscal quarter (except the fourth fiscal quarter), certain unaudited financial information for the Obligated Group for such fiscal quarter prepared by the Corporation. See APPENDIX F – “FORM OF CONTINUING DISCLOSURE AGREEMENT.”

## **BONDHOLDERS’ RISKS**

The purchase of the Bonds involves investment risks that are discussed throughout this Official Statement. Prospective purchasers of the Bonds should evaluate all of the information presented in this Official Statement. This section on Bondholders’ Risks focuses primarily on the general risks associated with hospital or health system operations, whereas Appendix A describes the Corporation specifically. These should be read together.

### **General**

Except as noted under “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS,” the Bonds are payable from Loan Repayments made pursuant to the Loan Agreement and from funds provided under Obligation No. 35 and the Indenture. **No representation or assurance can be made that revenues will be realized by the Corporation in amounts sufficient to make the Loan Repayments and hence the debt service on the Bonds.**

The Corporation is subject to a wide variety of federal and state regulatory actions and legislative and policy changes by those governmental and private agencies that administer Medicare, Medicaid and other payors and is subject to actions by, among others, the National Labor Relations Board, The Joint Commission, the Centers for Medicare & Medicaid Services (“CMS”) of the U.S. Department of Health and Human Services (“DHHS”), the Attorney General of the State of California (the “State”), and other federal, state and local government agencies. The future financial condition of the Obligated Group could be adversely affected by, among other things, changes in the method, timing and amount of payments to the Obligated Group by governmental and nongovernmental payors, the financial viability of these payors, increased competition from other health care entities, the costs associated with responding to governmental audits, inquiries and investigations, demand for health care, other forms of care or treatment, changes in the methods by which employers purchase health care for employees, capability of management, changes in the structure of how health care is delivered and paid for (e.g., accountable care organizations and other health reform payment mechanisms, including a “single-payor” system), future changes in the economy, demographic changes, availability of physicians, nurses and other health care professionals, and malpractice claims and other litigation. These factors and others may adversely affect payment by the Corporation and any future Member of the Obligated Group under the Loan Agreement and Obligation No. 35 and, consequently, on the Bonds. In addition, the tax-exempt status of the Corporation and, therefore, of the Bonds,

could be adversely affected by, among other things, an adverse determination by a governmental entity, noncompliance with governmental regulations or legislative changes.

### **Significant Risk Areas Summarized**

Certain of the primary risks associated with the operations of hospitals and health systems similar to those operated by the Corporation are briefly summarized in general terms below and are explained in greater detail in subsequent sections. The occurrence of one or more of these risks could have a material adverse effect on the financial condition and results of operations of the Corporation or any future Member of the Obligated Group and, in turn, the ability of the Obligated Group to make payments under the Loan Agreement and Obligation No. 35.

***Federal Health Care Reform and Deficit Reduction.*** The Patient Protection and Affordable Care Act (“ACA”) was enacted in March 2010. This legislation addresses almost all aspects of hospital and provider operations and health care delivery, and has changed and is changing how health care services are covered, delivered, and reimbursed. These changes will result in new payment models with the risk of lower hospital reimbursement from Medicare, utilization changes, increased government enforcement and the necessity for health care providers to assess, and potentially alter, their business strategy and practices, among other consequences. While many providers may receive reduced payments for care, millions of previously uninsured Americans may gain coverage. “Health insurance exchanges” could fundamentally alter the health insurance market and negatively impact hospital providers enabling insurers to aggressively negotiate rates. It is unclear how challenges to the ACA may be resolved and it is not possible to predict the outcomes of efforts to amend or repeal the legislation that may occur from time to time. Federal deficit reduction efforts will likely curb federal Medicare and Medicaid spending further to the detriment of hospitals, physicians and other health care providers.

***General Economic Conditions; Bad Debt, Indigent Care and Investment Performance.*** Health care providers are economically influenced by the environment in which they operate. Any national economic difficulties may constrain corporate and personal spending, limit the availability of credit and increase the national debt and federal and certain state government deficits. To the extent that unemployment rates are high, employers reduce their workforces and their budgets for employee health care coverage, or private and public insurers seek to reduce payments to health care providers or curb utilization of health care services, health care providers may experience decreases in insured patient volume and reductions in payments for services. In addition, to the extent that state, county or city governments are unable to provide a safety net of medical services, pressure is applied to local health care providers to increase free care. Economic downturns and lower funding of federal Medicare and state Medicaid and other state health care programs may increase the number of patients who are unable to pay for some or all of their medical and hospital services. These conditions may give rise to increases in health care providers’ uncollectible accounts, or “bad debt,” uninsured discount and charity care and, consequently, to reductions in operating income. Declines in investment portfolio values may reduce or eliminate non-operating revenues. Investment losses (even if unrealized) may trigger debt covenant violations and may jeopardize hospitals’ economic security. Losses in pension and other postretirement benefit funds may result in increased funding requirements for hospitals and health systems. Potential failure of lenders, insurers or vendors may negatively impact the results of operations and the overall financial condition of health care providers. Philanthropic support may also decrease or be delayed. These factors may have a material adverse impact on hospitals and health care providers. For a discussion of these risks with regard to the Corporation, in particular the Corporation’s recent results of operations and statement of financial position and performance of the Corporation’s investments, see APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—SUMMARY OF FINANCIAL INFORMATION.”

***Interest Rate Swaps and Hedge Risk.*** Interest rate swaps have experienced negative trading patterns, causing many to cease to function effectively to hedge interest rate exposure. Some swap counterparties have ceased to exist and others have suffered repeated downgrading and negative market perception. Further, certain swap arrangements may not be terminable except upon the payment of termination fees by the borrowing party, which may be substantial in amount. In the interim, negative mark-to-market valuation of certain swap arrangements must be recorded on a borrower’s balance sheet. These factors may have a material adverse impact on hospitals and health systems involved in such financial arrangements. For a discussion of the interest rate swap agreements that the Corporation has entered into, see APPENDIX A – “INFORMATION CONCERNING

STANFORD HEALTH CARE—SUMMARY OF FINANCIAL INFORMATION—Interest Rate Swap Arrangements.”

***Rate Pressure from Insurers and Purchasers.*** Certain health care markets, including many communities in California, are strongly impacted by large health insurers and, in some cases, by major purchasers of health services. In those areas, health insurers may have significant influence over the rates, utilization and competition of hospitals and other health care providers. Rate pressure imposed by health insurers or other major purchasers, including managed care payers, may have a material adverse impact on health care providers, particularly if major purchasers put increasing pressure on payers to restrain rate increases. Business failures by health insurers also could have a material adverse impact on contracted hospitals and other health care providers in the form of payment shortfalls or delay, and/or continuing obligations to care for managed care patients without receiving payment. In addition, disputes with non-contracted payers may result in an inability to collect billed charges from these payers.

***Nonprofit Health Care Environment.*** The significant tax benefits received by nonprofit, tax-exempt hospitals have increasingly caused the business practices of such hospitals to be subject to scrutiny by public officials and the press, and to political and legal challenges of the ongoing qualification of such organizations for tax-exempt status. Multiple governmental authorities, including Congress, the Internal Revenue Service (the “IRS”), state attorneys general, and state legislatures have held hearings and carried out audits regarding the conduct of tax-exempt organizations, including tax-exempt hospitals. Citizen organizations, such as labor unions and patient advocates, have also focused public attention on the activities of tax-exempt hospitals and health systems and raised questions about their practices. The IRS imposes certain reporting requirements on hospitals and health systems, including Schedule H and Schedule K of the Form 990s. Proposals to increase the regulatory requirements for nonprofit hospitals’ retention of tax-exempt status, such as by establishing a minimum level of charity care, have also been introduced repeatedly in Congress. These challenges and examinations, and any resulting legislation, regulations, judgments or penalties, could materially change the operating environment for nonprofit providers and have a material adverse effect on the Corporation. Significant changes in the obligations of nonprofit, tax-exempt hospitals and challenges to or loss of the tax-exempt status of nonprofit hospitals generally or the Corporation in particular could have a material adverse effect on the Corporation.

***Capital Needs vs. Capital Capacity.*** Hospital and other health care operations are capital intensive. Regulation, technology and expectations of physicians and patients require constant and often significant capital investment. In California, seismic safety standards mandated by the State may require that many hospital facilities be substantially modified, replaced or closed. Nearly all hospitals in California are affected. Estimated construction costs are substantial and actual costs of compliance may exceed estimates. Total capital needs may outstrip capital capacity. Furthermore, capital capacity of hospitals and health systems may be reduced as a result of any credit market dislocations.

***Construction Risks.*** Construction projects are subject to a variety of risks, including but not limited to delays in issuance of required building permits or other necessary approvals or permits, including environmental approvals, strikes, shortages of materials and labor, and adverse weather conditions. Such events could delay occupancy. Cost overruns may occur due to change orders, delays in the construction schedule, scarcity of building materials and labor and other factors. Cost overruns could cause the costs to exceed available funds. See APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—SERVICES, FACILITIES AND OPERATIONS—The Project, SHC’s Long-Range Master Plan and Additional Capital Needs.”

***Medicare.*** Inpatient hospitals rely to a high degree on payment from the federal Medicare program. Recent, as well as future, changes in the underlying law and regulations, as well as in payment policy and timing, create uncertainty and could have a material impact on hospitals’ payment stream from Medicare. With health care and hospital spending reported to be increasing faster than the rate of general inflation, Congress and/or CMS may take action in the future to decrease or restrain Medicare outlays for hospitals and other health care providers.

***State Medicaid Program.*** The State’s Medicaid program (known as “Medi-Cal”) and other State health care programs are an important payor source for many hospitals and other health care providers and are likely to become a proportionately larger source of revenue as federal health care reform is implemented, expanding Medicaid coverage to significant numbers of uninsured Americans. These programs often pay hospitals and physicians at levels that may be below the actual cost of the care provided. As Medi-Cal and other State health care



programs are partially funded by the State, the financial condition of the State may result in lower funding levels and/or payment delays in the future.

**Government “Fraud” Enforcement.** “Fraud” in government funded health care programs is a significant concern to federal and state regulatory agencies overseeing health care programs, and is one of the federal government’s prime law enforcement priorities. The federal government and, to a lesser degree, state governments impose a wide variety of extraordinarily complex and technical requirements intended to prevent over-utilization based on economic inducements, misallocation of expenses, overcharging and other forms of “fraud” in the Medicare and Medicaid programs, as well as other state and federally-funded health care programs. This body of regulation impacts a broad spectrum of hospital and other health care provider commercial activity, including billing, accounting, recordkeeping, medical staff oversight, physician contracting and recruiting, cost allocation, clinical trials, discounts and other functions and transactions.

Violations and alleged violations may be deliberate, but also frequently occur in circumstances where management is unaware of the conduct in question, as a result of mistake, or where the individual participants do not know that their conduct is in violation of law. Violations may occur and be prosecuted in circumstances that do not have the traditional elements of fraud, and enforcement actions may extend to conduct that occurred in the past. Violations carry significant sanctions. The government periodically conducts widespread investigations covering categories of services or certain accounting or billing practices.

The government and/or private “whistleblowers” often pursue aggressive investigative and enforcement actions. The government has a wide array of civil, criminal and monetary penalties, including withholding essential hospital and other health care provider payments from the Medicare or Medicaid programs, or exclusion from those programs. Aggressive investigation tactics, negative publicity and threatened penalties can be, and often are, used to force settlements, payment of fines and prospective restrictions that may have a materially adverse impact on hospital and other health care provider operations, financial condition, results of operations and reputation. Multi-million dollar fines and settlements are common. These risks are generally uninsured. Government enforcement and private whistleblower suits may increase in the hospital and health care sector. Many large hospital and other health care provider systems are likely to be adversely impacted.

**Personnel Shortage.** Shortages of physicians and nursing and other technical personnel exist to varying degrees in different regions of the country. The shortages are particularly acute in the fields of primary care and certain medical and surgical specialties. Such shortages may adversely affect hospitals and health care systems, which rely on skilled health care practitioners to deliver care. Studies have predicted that such shortages may be exacerbated in the future by decreased reimbursement and inadequate support for medical education. In California, regulation of nurse staffing ratios can intensify the potential shortage of nursing personnel. In addition, shortages of other professional and technical staff such as pharmacists, therapists, laboratory technicians and others may occur or worsen. A new influx of patients with insurance coverage as a result of health care reform may exacerbate personnel shortage issues. Hospital operations, patient and physician satisfaction, financial condition and future growth could be negatively affected by physician and nursing and other technical personnel shortages, resulting in material adverse impact to hospitals and health care systems.

**Technical and Clinical Developments.** New clinical techniques and technology, as well as new pharmaceutical and genetic developments and products, may alter the course of medical diagnosis and treatment in ways that are currently unanticipated, and that may dramatically change medical and hospital care. These developments could result in higher health care costs, reductions in patient populations, lower utilization of hospital service and new sources of competition for hospitals.

**Costs and Restrictions from Governmental Regulation.** Nearly every aspect of hospital operation and health care delivery is regulated, in some cases by multiple agencies of government. The level and complexity of regulation and compliance audits appear to be increasing, imposing greater operational limitations, enforcement and liability risks, and significant and sometimes unanticipated costs.

**Proliferation of Competition.** Hospitals increasingly face competition from specialty providers of care and ambulatory care facilities. Such competition may cause hospitals to lose essential inpatient or outpatient market share. Competition may be focused on services or payor classifications where hospitals realize their highest

margins, thus negatively affecting programs that are economically important to hospitals. Specialty hospitals may treat only profitable classifications of patients, leaving full-service hospitals with higher acuity and/or lower paying patient populations. These new sources of competition may have a material adverse impact on hospitals, particularly where a group of a hospital's principal physician admitters may curtail their use of a hospital service in favor of a competitor's facilities.

***Increasing Consumer Choice.*** Hospitals and other health care providers face increased pressure to be transparent and provide information about cost and quality of services, which may lead to a loss of business as consumers and others make choices about where to receive health care services based upon published information.

***Labor Costs and Disruption.*** The delivery of health care services is labor intensive. Labor costs, including salary, benefits and other liabilities associated with the workforce, have significant impact on hospital and health care provider operations and financial condition. Hospital and health care employees are increasingly organized in collective bargaining units and may be involved in work actions of various kinds, including work stoppages and strikes. Overall costs of the hospital workforce are high, and turnover is high. Pressure to recruit, train and retain qualified employees is expected to accelerate. These factors may materially increase hospital costs of operation. Workforce disruption may negatively impact hospital revenues and reputation. See APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—EMPLOYEES.”

***Pension and Benefit Funds.*** As large employers, hospitals and health care providers may incur significant expenses to fund pension and benefit plans for employees and former employees, and to fund required workers' compensation benefits. Plans are often underfunded or may become underfunded, and funding obligations, in some cases, may be erratic or unanticipated and may require significant commitments of available cash needed for other purposes. See APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—SUMMARY OF FINANCIAL INFORMATION—Management's Discussion and Analysis of Recent Financial Performance—Pension Funding Requirements.”

***Medical Liability Litigation and Insurance.*** Medical liability litigation is subject to public policy determinations and legal and procedural rules that may be altered from time to time, with the result that the frequency and cost of such litigation, and resultant liabilities, may increase in the future. Hospitals and health care providers may be affected by negative financial and liability impacts on physicians and their medical staff. Costs of insurance, including self-insurance, may increase dramatically.

***Facility Damage.*** Hospitals and health care providers are highly dependent on the condition and functionality of their physical facilities. Damage from earthquake, floods, fires, other natural causes, deliberate acts of destruction, or various facilities system failures may have a material adverse impact on operations, financial condition and results of operations.

## **Nonprofit Health Care Environment**

The tax-exempt status afforded nonprofit hospitals increasingly is being threatened. As a nonprofit tax-exempt organization, the Corporation is subject to federal, state and local laws, regulations, rulings and court decisions relating to its organization and operation, including its operation for charitable purposes. At the same time, the Corporation conducts large-scale complex business transactions and is a major employer in its geographic area. There can often be a tension between the rules designed to regulate a wide range of charitable organizations and the day-to-day operations of a complex health care organization.

The operations and practices of nonprofit, tax-exempt hospitals are routinely challenged or criticized for inconsistency or inadequate compliance with the regulatory requirements for, and societal expectations of, nonprofit tax-exempt organizations. These challenges, in some cases, are broader than concerns about compliance with federal and state statutes and regulations, such as Medicare and Medicaid compliance, and instead in many cases, are examinations of core business practices of the health care organizations. A common theme of these challenges is whether nonprofit hospitals fail to confer community benefits that justify the benefit received from tax-exempt status. Areas that have come under examination have included pricing practices, billing and collection practices, charitable care, methods of providing and reporting community benefit, executive compensation, exemption of property from real property taxation, private use of facilities financed with tax-exempt bonds and others. These

challenges and questions have come from a variety of sources, including Congress, the IRS, state attorneys general, labor unions, state legislatures and patients, and in a variety of forums, including hearings, audits and litigation. The challenges and examinations, and any resulting legislation, regulations, judgments or penalties, could have a material adverse effect on the Corporation.

***Congressional Hearings.*** Senate and House committees have conducted several nationwide investigations of hospital billing and collection practices and prices charged to uninsured patients and have considered reforms to the nonprofit sector, including proposed reform in the area of tax-exempt health care organizations, as part of health care reform generally.

***IRS Bond Examinations.*** IRS officials have indicated that more resources will be invested in audits of tax-exempt bonds in the charitable organization sector with specific review of private use. A schedule to the revised Form 990 return (Schedule K), effective as of the 2009 tax year and thereafter, is intended to address what the IRS believes is significant noncompliance with recordkeeping and record retention requirements. Schedule K also requires tax-exempt organizations to report on the investment and use of bond proceeds to address IRS concerns regarding compliance with arbitrage rebate requirements and the private use of bond-financed facilities.

***IRS Examination of Compensation Practices and Community Benefit.*** The IRS has been concerned about executive compensation practices of tax-exempt hospitals for some time. In 2004, the IRS began a new compliance program to measure compliance by tax-exempt organizations with requirements that they not pay excessive compensation and benefits to their officers and other insiders. In February 2009, the IRS issued its Exempt Organizations Hospital Compliance Project Final Report (the “IRS Final Report”) that examined tax-exempt organizations’ practices and procedures with regard to compensation and benefits paid to their officers and other defined “insiders.” The IRS Final Report indicated that the IRS will continue to heavily scrutinize executive compensation arrangements, practices and procedures of tax-exempt hospitals and other tax-exempt organizations and, in certain circumstances, may conduct further investigations or impose fines on, such tax-exempt organizations.

The IRS also has undertaken a community benefit initiative directed at hospitals. The IRS Final Report determined that the reporting of community benefit by nonprofit hospitals varied widely, both as to types of programs and expenditures classified as community benefit and the measurement of community benefits. As a result, the IRS issued the revised IRS Form 990 that includes Schedule H, which is designed to provide uniformity regarding types of programs and expenditures reported as community benefit by nonprofit hospitals. As the IRS collects and reviews information from hospitals about the level and types of community benefit provided, the IRS may issue a more stringent interpretation of community benefit. Findings from Schedule H reports may also revive proposals in Congressional committees which, from time to time, have been made, to codify the requirements for hospitals’ tax-exempt status, including requirements to provide minimum levels of charity care. Additionally, the ACA contains requirements for nonprofit hospitals in order to maintain their tax-exempt status. See “Tax-Exempt Status and Other Tax Matters” below.

***State Attorney General.*** California nonprofit public benefit corporations, including the Corporation, are subject to oversight and examination by the State Attorney General to ensure that charitable purposes are being carried out, that fundraising and investment activities are in compliance with State law and that the terms of charitable gifts are followed.

***California Auditor Investigation of Exempt Status of Nonprofit Hospitals.*** In August 2011, California’s Joint Legislative Audit Committee directed the California Bureau of State Audits to investigate whether the State’s nonprofit hospitals are providing enough charity care and community benefit to justify their tax-exempt status. A report was issued on August 9, 2012 that summarized the findings and recommended that the California Legislature (i) amend state law to include requirements with respect to the amount of community benefits a hospital provides, (ii) define a standard methodology for calculating the community benefits a hospital delivers, and (iii) amend state law to allow assessment of a penalty against hospitals that are not in compliance with submitting community benefit plans to the State’s Office of Statewide Health Planning and Development (“OSHPD”). See “—Tax-Exempt Status and Other Tax Matters” below.

***Financial Assistance and Charity Care.*** California law requires hospitals to maintain written policies about discount payment and charity care and provide copies of such policies to patients and the OSHPD. California



law also requires hospitals to follow specific practices regarding eligibility determination, hospital billing practices, debt collection procedures and patient communications regarding discount options. The Corporation adopted and maintains such policies.

Revisions to California's law governing hospital's charity care and fair pricing policies went into effect on January 1, 2015. The new law changes the definition of a person with high medical costs to include those who have third-party coverage and requires hospitals to agree to a default "reasonable payment plan" not to exceed 10% of the patient's income. Noncompliance with the law may be the basis for imposition of penalties by the California Department of Public Health.

***Indigent Care.*** Tax-exempt health care providers often treat large numbers of indigent patients who are unable to pay in full for their medical care. General economic conditions affect the number of employed individuals who have health coverage and the ability of patients to pay for their care. Similarly, changes in governmental policy, which may result in coverage exclusions under local, county, state and federal health care programs (including Medicare and Medicaid) may increase the frequency and severity of indigent treatment by such hospitals and other providers. It also is possible that future legislation could require that tax-exempt hospitals and other providers maintain minimum levels of indigent care as a condition to federal, state or local income tax exemption.

***Challenges to Real Property Tax Exemptions.*** The real property tax exemptions afforded to certain nonprofit health care providers by state and local taxing authorities have been challenged on the grounds that the health care providers were not engaged in sufficient charitable activities. These challenges have been based on a variety of grounds, including allegations of aggressive billing and collection practices, excessive financial margins and operations that closely resemble for-profit businesses.

The foregoing are some examples of the challenges and examinations facing nonprofit health care organizations. They are indicative of a greater scrutiny of the billing, collection and other business practices of these organizations and may indicate an increasingly difficult operating environment for health care organizations. The challenges and examinations, and any resulting legislation, regulations, judgments, or penalties, could have a material adverse effect on hospitals and health care providers, including the Corporation, and, in turn, its ability to make payments under the Loan Agreement and Obligation No. 35.

## **Federal Budget Cuts**

The Budget Control Act of 2011 (the "BCA") mandates significant reductions and spending caps on the federal budget for fiscal years 2012-2021. The BCA also created a Joint Select Committee on Deficit Reduction (the "Super Committee") to develop a plan to further reduce the federal deficit by \$1.5 trillion on or before November 23, 2011. Because the Super Committee failed to act in a timely manner, the BCA mandated that a 2% reduction in Medicare spending, among other reductions, would be triggered to take effect in January 2013. The American Taxpayer Relief Act of 2012 ("ATRA") postponed this scheduled reduction until March 2013, and the 2% Medicare spending reduction ultimately took effect beginning in April 2013. In December 2013, the Bipartisan Budget Act of 2013 was enacted, which extended through 2023 the 2% reduction in Medicare spending.

It is possible that Congress will take action to eliminate some or all of the reductions in the future and any Congressional action could be made retroactive in order to eliminate some or all of the cuts even to the extent they were imposed. However, there is no certainty that Congress will take any action. Ultimately, these reductions or alternatives could have a disproportionate impact on hospital providers and could have a material adverse effect on the financial condition of the Corporation.

## **Debt Limit Increase**

The federal government has through legislation created a debt "ceiling" or limit on the amount of debt that may be issued by the United States Treasury. In the past several years, political disputes have arisen within the federal government in connection with discussions concerning the authorization for an increase in the federal debt ceiling. Any failure by Congress to increase the federal debt limit may impact the federal government's ability to

incur additional debt, pay its existing debt instruments and to satisfy its obligations relating to the Medicare and Medicaid programs.

Management of the Corporation is unable to determine at this time what impact any future failure to increase the federal debt limit may have on the operations and financial condition of the Corporation, although such impact may be material. Additionally, the market price or marketability of the Bonds in the secondary market may be materially adversely impacted by any failure to increase the federal debt limit.

## **Health Care Reform**

***Federal Health Care Reform.*** As a result of the ACA, substantial changes have occurred and are anticipated to occur in the United States health care system. The ACA affects the delivery of health care services, the financing of health care costs, reimbursement of health care providers and the legal obligations of health insurers, providers, employers and consumers. These provisions have taken effect or are slated to take effect at specified times over approximately the next decade, and, therefore, the full consequences of the ACA on the health care industry cannot be immediately realized. The full ramifications of the ACA may become apparent only following implementation or through later regulatory and judicial interpretations. The uncertainties regarding the implementation of the ACA create unpredictability for the strategic and business planning efforts of health care providers, which in itself constitutes a risk.

The changes in the health care industry brought about by the ACA may have both positive and negative effects, directly and indirectly, on the nation's hospitals and other health care providers, including the Corporation. For example, the projected increase in the numbers of individuals with health care insurance occurring as a consequence of Medicaid expansion, creation of health insurance exchanges, subsidies for insurance purchase and the penalty on certain individuals who do not purchase insurance could result in lower levels of bad debt and increased utilization or profitable shifts in utilization patterns for hospitals. A negative impact to the hospital industry overall will likely result from scheduled cumulative reductions in Medicare payments; such reductions are substantial. The ACA's cost-cutting provisions to the Medicare program include reduction in Medicare market basket updates to hospital reimbursement rates under the inpatient prospective payment system, as well as additional reductions to or elimination of Medicare reimbursement for certain patient readmissions and hospital-acquired conditions. Industry experts also expect that private insurers and payors may follow with similar actions.

Health care providers could be further subjected to decreased reimbursement as a result of implementation of recommendations of the Independent Payment Advisory Board ("IPAB"). In the event that the projected Medicare per capita growth rate exceeds a target growth rate in any year, IPAB is directed to make recommendations for cost reductions, and those recommendations will be automatically implemented unless alternative legislation is enacted that meets equivalent Medicare savings targets. While hospitals may be largely exempted from recommendations from the IPAB, industry experts also expect that private insurers and payors may follow with similar actions.

Beginning in 2014, the ACA created state "health insurance exchanges" in which health insurance can be purchased by certain groups and segments of the population, expanded the availability of subsidies and tax credits for premium payments by some consumers and employers, and required that certain terms and conditions be included by commercial insurers in contracts with providers. In addition, the ACA imposed many new obligations on states related to health insurance. It is unclear how the increased federal oversight of state health care may affect future state oversight or affect the Corporation. The health insurance exchanges may have positive impact for hospitals by increasing the availability of health insurance to individuals who were previously uninsured. Conversely, employers or individuals may shift their purchase of health insurance to new plans offered through the exchanges, which may or may not reimburse providers at rates equivalent to rates the providers currently receive. The exchanges could alter the health insurance markets in ways that cannot be predicted, and exchanges might, directly or indirectly, take on a rate-setting function that could negatively impact providers. Because the exchanges are still so new, the effects of these changes upon the financial condition of any third party payor that offers health insurance, rates paid by third-party payors to providers and, thus, the revenues of the Corporation, and upon the operations, results of operations and financial condition of the Corporation cannot be predicted.

High-deductible insurance plans have become more common in recent years, and the ACA is expected to encourage the increase in high-deductible insurance plans as the health care exchanges include a variety of plans, several of which offer lower monthly premiums in return for higher deductibles. Many plans offered on the exchanges have high deductibles. High-deductible plans may contribute to lower inpatient volumes as patients may forgo or choose less expensive medical treatment to avoid having to pay the costs of the high deductibles. There is also a potential concern that some patients with high-deductible plans will not be able to pay their medical bills as they may not be able to cover their high deductible.

The ACA will likely affect some health care organizations differently from others, depending, in part, on how each organization adapts to the legislation's emphasis on directing more federal health care dollars to integrated provider organizations and providers with demonstrable achievements in quality care. The ACA proposes a value-based purchasing system for hospitals under which a percentage of payments will be contingent on satisfaction of specified performance measures related to common and high-cost medical conditions, such as cardiac, surgical and pneumonia care. The ACA also funds various demonstration programs and pilot projects and other voluntary programs to evaluate and encourage new provider delivery models and payment structures, including "accountable care organizations" and bundled provider payments. The outcomes of these projects and programs, including the likelihood of their being made permanent or expanded or their effect on health care organizations' revenues or financial performance cannot be predicted.

The ACA contains amendments to existing criminal, civil and administrative anti-fraud statutes and increases in funding for enforcement and efforts to recoup prior federal health care payments to providers. Under the ACA, a broad range of providers, suppliers and physicians are required to adopt a compliance and ethics program. While the government has already increased its enforcement efforts, failures to implement certain core compliance program features provide new opportunities for regulatory and enforcement scrutiny, as well as potential liability if an organization fails to prevent or identify improper federal health care program claims and payments. See also "—Regulatory Environment" below.

Efforts to repeal or amend provisions of the ACA are from time to time pending in Congress. In June 2012, the Supreme Court upheld most provisions of the ACA, while limiting the power of the federal government to penalize states for refusing to expand Medicaid, and on June 25, 2015, the Supreme Court issued a decision in *King v. Burwell*, ruling that health insurance subsidies under the ACA would be available in all states, including those with a federally-facilitated health insurance exchange. At this time it is not possible to predict the outcomes of any legislative attempts to repeal or amend the ACA or any judicial interpretations of the ACA.

***California Health Care Reform.*** The State has enacted several laws intended to implement the ACA within the required federal timeframes. Among the steps taken to date to implement or advance the ACA:

- The State established a state health insurance exchange. As of October, 2012, the California Health Benefit Exchange operates under a brand name, "Covered California."
- The Legislature approved expansion of Medi-Cal coverage, effective January 1, 2014, to include adults with incomes up to 138% of the federal poverty level who are under age 65, not pregnant and not otherwise currently eligible for Medi-Cal. In addition, legislation was provided prohibiting insurers from denying health coverage based on preexisting conditions.
- The vast majority of California counties are participating in a "Bridge to Reform" program, in an effort to implement the ACA's Medicaid expansion earlier than federal law requires.
- The State is also running a dual-eligibles pilot program with federal funding.

## **Patient Service Revenues**

***The Medicare Program.*** Medicare is the federal health insurance system under which hospitals are paid for services provided to eligible elderly and disabled persons, or those who qualify under the End Stage Renal Disease Program. Medicare is administered by CMS, which delegates to the states the process for certifying

hospitals to which CMS will make payment. In order to achieve and maintain Medicare certification, hospitals must meet CMS's "Conditions of Participation" on an ongoing basis, as determined by the State and The Joint Commission. The requirements for Medicare certification are subject to change, and, therefore, it may be necessary for hospitals to effect changes from time to time in their facilities, equipment, personnel, billing, policies and services. The Corporation is certified to participate in the Medicare program.

As the population ages, more people will become eligible for the Medicare program. Current projections indicate that demographic changes and continuation of current cost trends will exert significant and negative forces on the overall federal budget. The Medicare program reimburses hospitals based on a fixed schedule of rates based on categories of treatments or conditions. These rates change over time and there is no assurance that these rates will cover the actual costs of providing services to Medicare patients. The ACA institutes multiple mechanisms for reducing the rate of increase in the costs of the Medicare program, including the following:

***Value-Based Purchasing Program.*** Beginning in federal fiscal year 2013, Medicare inpatient payments to hospitals have been determined, in part, based on a program under which value-based incentive payments are made in a fiscal year to hospitals that meet certain performance standards during that fiscal year. The program is funded through the reduction of hospital inpatient care payment by 1% in the federal fiscal year 2013, progressing to 2% by federal fiscal year 2017. This reduction may be offset by incentive payments that commenced in federal fiscal year 2013 for hospitals that meet or exceed quality standards.

***Market Basket Reductions.*** Generally, Medicare payment rates to hospitals are adjusted annually based on a "market basket" of estimated cost increases. In recent years, market basket adjustments for inpatient hospital care have averaged approximately 2-4% annually. The ACA required automatic 0.25% reductions in the "market basket" for federal fiscal years 2010 and 2011, and calls for reductions in the annual "market basket" update amount ranging from 0.10% to 0.75 % each year through federal fiscal year 2019.

***Market Productivity Adjustments.*** Beginning in federal fiscal year 2012 and thereafter, the ACA provides for "market basket" adjustments based on overall national economic productivity statistics calculated by the Bureau of Labor Statistics. This adjustment is currently anticipated to result in an approximately 1% additional reduction to the "annual market basket" update.

***Hospital Acquired Conditions Penalty.*** Beginning in federal fiscal year 2015, Medicare inpatient payments to hospitals that are in the top quartile nationally for frequency of certain "hospital-acquired conditions" identified by CMS will be reduced by 1% of what would otherwise be payable to each hospital for the applicable federal fiscal year.

***Readmission Rate Penalty.*** Beginning in federal fiscal year 2013, Medicare inpatient payments to those hospitals with excess readmissions compared to the national average for three patient conditions (acute myocardial infarction, pneumonia and heart failure) are reduced based on the dollar value of that hospital's percentage of excess preventable Medicare readmissions within 30 days of discharge, for certain medical conditions. The maximum penalty was 1% in fiscal year 2013, increasing to 3% in fiscal year 2015. In fiscal year 2015, CMS is expanding the patient conditions assessed for this penalty to include acute exacerbation of chronic obstructive pulmonary disease, elective total hip arthroplasty, and total knee arthroplasty.

***Medicare/Medicaid DSH Payments.*** Beginning in federal fiscal year 2014, hospitals receiving supplemental "DSH" payments from Medicare (i.e., those hospitals that care for a disproportionate share of low-income Medicare beneficiaries) are slated to have their DSH payments reduced by 75%, although a portion of this reduction potentially will be offset by new, additional payments based on the volume of uninsured and uncompensated care provided by each such hospital. Separately, beginning in federal fiscal year 2017, Medicaid DSH allotments to each state have been reduced, based on a methodology to be determined by DHHS, accounting for statewide reductions in uninsured and uncompensated care. See also "—Disproportionate Share Payments" below.

Hospitals also receive payments from health plans under the Medicare Advantage program. The ACA includes significant changes to federal payments to Medicare Advantage plans. Payments to plans were frozen for

fiscal year 2011 and thereafter have transitioned to benchmark payments tied to the level of fee-for-service spending in the applicable county. These reduced federal payments could in turn affect the scope of coverage of these plans or cause plan sponsors to negotiate lower payments to providers.

Components of the 2009 federal stimulus package, the American Recovery and Reinvestment Act (“ARRA”), provide for Medicare and Medicaid incentive payments that began in 2011 to hospital providers meeting designated deadlines for the installation and use of electronic health information systems. For those hospital providers failing to meet a 2016 deadline, Medicare payments will be significantly reduced.

In addition to components of the ACA described above, the legislation enacted in 2013 to avert the “fiscal cliff,” ATRA, also negatively affected hospital Medicare reimbursement. Specifically, ATRA reduced Medicare reimbursement for hospitals by \$10.5 billion to help offset the \$30 billion cost of deferring a 27% reduction in Medicare physician payments that would otherwise have gone into effect as well as the cost of extending for one year several CMS payment policies that would otherwise have expired.

For information concerning the Medicare payments received by the Corporation for the fiscal years ended August 31, 2012, 2013 and 2014, see APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—SUMMARY OF FINANCIAL INFORMATION—Sources of Revenue.”

***Hospital Inpatient Reimbursement.*** Hospitals are generally paid for inpatient services provided to Medicare beneficiaries based on established categories of treatments or conditions known as diagnosis related groups (“DRGs”). The actual cost of care, including capital costs, may be more or less than the DRG rate. DRG rates are subject to adjustment by CMS, including reductions mandated by the ACA and the BCA, and are subject to federal budget considerations. There is no guarantee that DRG rates, as they change from time to time, will cover actual costs of providing services to Medicare patients. For information regarding the impact of the ACA on payments to hospitals for inpatient services, see “—Medicare Program” and “—Market Basket Reductions” above.

Effective October 1, 2013, CMS adopted a policy known as the Inpatient Hospital Prepayment Review “Probe & Educate” review process or the “Two-Midnight” rule. The “Two-Midnight” policy specifies that hospital stays spanning two or more midnights after the beneficiary is properly and formally admitted as an inpatient will be presumed to be “reasonable and necessary” for purposes of inpatient reimbursement. With some exceptions, patients whose stays are not expected to extend past two midnights should not be admitted as inpatients and instead their stays should be billed as outpatient visits. On April 30, 2015, CMS announced it would delay enforcement of the “Two-Midnight” rule until September 30, 2015, and therefore will continue to prohibit Recovery Auditor inpatient hospital patient status reviews for dates of admission occurring between October 1, 2013 and September 30, 2015. The implementation of the “Two-Midnight” rule may have an adverse financial impact for hospitals.

***Medicare Bad Debt Reimbursement.*** Under Medicare, the costs attributable to the deductible and coinsurance amounts which remain unpaid by the Medicare beneficiary can be added to the Medicare share of allowable costs as cost reports are filed. Hospitals generally receive interim pass-through payments during the cost report year which were determined by the Medicare Administrative Contractor (“MAC”) from the prior cost report filing. Bad debts must meet the following criteria to be allowable:

- the debt must be related to covered services and derived from deductible and coinsurance amounts;
- the provider must be able to establish that reasonable collection efforts were made;
- the debt was actually uncollectible when claimed as worthless; and
- sound business judgment established that there was no likelihood of recovery at any time in the future.

The amounts uncollectible from specific beneficiaries are to be charged off as bad debts in the accounting period in which the accounts are deemed to be uncollectible. In some cases, an amount previously written off as a bad debt and allocated to the program may be recovered in a subsequent accounting period. In these cases, the



recoveries must be used to reduce the cost of beneficiary services for the period in which the collection is made. In determining reasonable costs for hospitals, the amount of bad debts otherwise treated as allowable costs is reduced by 35%. Amounts incurred by a hospital as reimbursement for bad debts are subject to audit and recoupment by the MAC. Bad debt reimbursement has been a focus of MAC audit/recoupment efforts in the past.

***Hospital Outpatient Reimbursement.*** Hospitals are generally paid for outpatient services provided to Medicare beneficiaries based on established categories of treatments or conditions known as ambulatory payment classifications (“APC”). The actual cost of care, including capital costs, may be more or less than the reimbursements. There is no guarantee that APC rates, as they change from time to time, will cover actual costs of providing services to Medicare patients.

***Other Medicare Service Payments.*** Medicare payment for skilled nursing services, psychiatric services, inpatient rehabilitation services, general outpatient services and home health services are based on regulatory formulas or pre-determined rates. There is no guarantee that these rates, as they may change from time to time, will be adequate to cover the actual cost of providing these services to Medicare patients.

***Reimbursement of Hospital Capital Costs.*** Hospital capital costs apportioned to Medicare patient use (including depreciation and interest) are paid by Medicare on the basis of a standard federal rate (based upon average national costs of capital), subject to limited adjustments specific to the hospital. There can be no assurance that future capital-related payments will be sufficient to cover the actual capital-related costs of the Obligated Group Members’ facilities applicable to Medicare patient stays or will provide flexibility for hospitals to meet changing capital needs.

***Medical Education Payments.*** The Corporation, as the operator of a teaching hospital, has historically received direct and indirect medical education reimbursement through the Medicare program. Direct medical education payments compensate teaching hospitals for the costs directly related to educating residents. Such costs include the residents’ stipends and benefits, the salaries and benefits of supervising faculty, other costs directly attributable to the medical education program and allocated overhead costs. Payments for direct medical education costs are calculated based upon set formulae taking into account hospital-specific medical education costs associated with each resident, the number of full-time equivalent residents, and the proportion of Medicare inpatient days to non-Medicare inpatient days. Indirect medical education payments compensate teaching hospitals for the higher patient care costs they incur relative to non-teaching hospitals. The calculation for both the direct part and the indirect part of Medicare payments for medical education reimbursement programs include certain limitations on the number and classification of full-time equivalent residents reimbursed by Medicare. These payments are vulnerable to reduction or elimination. The direct and indirect medical education reimbursement programs repeatedly have emerged as targets in the legislative efforts to reduce the federal budget deficit. Reductions in the level of reimbursement for direct and indirect medical education costs could have a material and adverse effect on the financial condition of the Corporation.

***Recovery Audit Contractor Program.*** CMS has implemented a Recovery Audit Contractor (“RAC”) program on a nationwide basis pursuant to which CMS contracts with private contractors to conduct pre- and post-payment reviews to detect and correct improper payments in the fee-for-service Medicare program. The ACA expanded the RAC program’s scope to include managed Medicare plans and Medicaid claims. CMS also employs Medicaid Integrity Contractors to perform post-payment audits of Medicaid claims and identify overpayments. These programs tend to result in retroactively reduced payment and higher administration costs to hospitals. See “Medicare and Medicaid Audits” herein.

***Medicaid Program.*** Medicaid is a program of medical assistance, funded jointly by the federal government and the states, for certain needy individuals and their dependents. Under Medicaid, the federal government provides limited funding to states that have medical assistance programs that meet federal standards. Attempts to balance or reduce the federal budget, along with balanced-budget requirements in the State of California, will likely negatively impact Medicaid funding. Payments made to health care providers under the Medicaid program are subject to change as a result of federal or state legislative and administrative actions, including changes in the methods for calculating payments, the amount of payments that will be made for covered services, the eligibility requirements for Medicaid coverage, and the types of services that will be covered under the program. Such changes have occurred in the past and may be expected to occur in the future, particularly in response to federal and state

budgetary constraints and increased fiscal pressure on the Medicaid program in periods of high unemployment. Reduction in coverage of persons under Medicaid, by changes in the poverty level threshold required for eligibility or otherwise, to eliminate groups of currently eligible California residents, could increase the number of uninsured persons treated by health care providers and increase the risk of unreimbursed expenses.

***Medi-Cal Program.*** Medi-Cal is the Medicaid program in California.

The State selectively contracts with general acute care hospitals to provide inpatient services to Medi-Cal patients. The financial impact of selective contracting on a particular private hospital depends upon a variety of factors such as the base contract rates, whether a hospital qualifies as a disproportionate share hospital, the availability of supplemental payments for private disproportionate share hospitals and an individual hospital's ability to control costs. Generally, such selective contracting is made on a negotiated per diem payment basis. Historically, such payment rates have not increased in direct relation to inflation, costs or other factors.

Legislation enacted in 2010 directed the State of California Department of Health Care Services ("DHCS") to replace the prevailing reimbursement method for hospital inpatient services, which provided for per-diem payments, with reimbursement according to diagnosis-related groups ("DRGs"). Effective July 1, 2013, the DRG payment method replaced the prior reimbursement method and will be phased in over a three-year period. The DRG payment method is based on All-Patient Refined Diagnosis Related Groups ("APR-DRGs"), which is a proprietary classification system for clinical conditions that is currently licensed and in use by many other state Medicaid programs. Under the new payment method, DHCS will reimburse hospitals a fixed amount for each inpatient admission based on the APR-DRG for that admission, which DHCS will assign based on the diagnoses, procedures, patient age and discharge status submitted by on the hospital claim form. As the payment method is new and as DHCS and hospitals gain experience with the new method, DHCS intends to make adjustment in certain circumstances. It is anticipated that some California hospitals will see decreases in Medi-Cal payments while other hospitals will receive increases.

The State is obligated to make contractual payments only to the extent the State legislature appropriates adequate funding. Except in areas of the State that have been excluded from contracting, a general acute care hospital generally will not qualify for payment for non-emergency acute inpatient services rendered to a Medi-Cal beneficiary unless it is a contracting hospital. Typically, either party may terminate such contracts on 120 days' notice and the State may terminate without notice under certain circumstances. No assurances can be made that hospitals will be awarded Medi-Cal contracts or that any such contracts will reimburse hospitals for the cost of delivering services.

For information concerning the Medi-Cal payments received by the Corporation, for the fiscal years ended August 31, 2012, 2013 and 2014, see APPENDIX A – "INFORMATION CONCERNING STANFORD HEALTH CARE—SUMMARY OF FINANCIAL INFORMATION—Sources of Revenue."

***Medicaid Payment Reductions.*** The ACA makes changes to Medicaid funding and substantially increases the potential number of Medicaid beneficiaries. To fund this expansion, the ACA provides that the federal government will fund 100% of the costs from 2014-2016, decreasing to 90% of the costs in 2020 and thereafter. In June 2012, the Supreme Court ruled that the federal government cannot withhold existing federal funds for states that refuse to expand Medicaid as required by the ACA. It is uncertain to what extent this risk may be mitigated if the increased Medicaid utilization replaces previously uncompensated patients.

***California Hospital Provider Fee.*** In 2009, the State legislature enacted the Medi-Cal Hospital Provider Rate Stabilization Act and the Quality Assurance Fee Act, which imposed a "quality assurance fee" (the "Provider Fee") on California's general acute care hospitals, except for public hospitals and certain exempt hospitals. The Medi-Cal hospital provider fee is essentially a tax on hospitals to raise funds for provider payments. The proceeds are used to earn federal matching funds for Medi-Cal, and to increase Medi-Cal payments to hospitals. Under this program, some California hospitals receive more funding in increased Medi-Cal reimbursement than the quality assurance fees paid, while other California hospitals receive less money in Medi-Cal payments than the fees paid. The State has enacted legislation to extend this program to December 31, 2016, which legislation remains subject to approval by CMS. For information about the Corporation's expenses and revenues under the Provider Fee program,

see APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—SUMMARY OF FINANCIAL INFORMATION—Management’s Discussion and Analysis of Recent Financial Performance.”

***Disproportionate Share Payments.*** The federal Medicare and the State Medi-Cal programs each provide additional payment for hospitals that serve a disproportionate share of certain low-income patients. The Corporation does not qualify as a disproportionate share hospital under the Medi-Cal program. The ACA substantially reduces Medicare and Medicaid payments to disproportionate share hospitals (“DSH”).

The ACA provides for reduction of federal DSH payments to account for the expected decline in the number of uninsured individuals and hospital uncompensated costs. The Protecting Access to Medicare Act of 2014 delays the beginning of Medicaid DSH payment reductions until federal fiscal year 2017 but increases the level of such reductions and extends them through federal fiscal year 2024. The DSH replacement program’s funding level is currently linked to California’s federal DSH allotment. It cannot be assured that the level and timing of health insurance coverage gains will reduce hospital uncompensated care costs so as to fully offset these authorized reductions to federal DSH funding. Nor can there be any assurance that DSH funding will not be further decreased beyond projected reductions or eliminated entirely.

***California State Budget.*** The state of California has in the recent past faced severe financial challenges, including erosion of general tax revenues, falling real estate values, slow economic growth and high unemployment. California enacted a fiscal year 2014-15 budget which took effect July 1, 2014. The fiscal outlook for California is improving, with California’s unemployment rate dropping in recent quarters, corporate profits trending favorably, housing prices increasing, and the percentage of foreclosures dropping. One additional reason for California’s improved fiscal outlook is the result of temporary tax revenues generated by Proposition 30, passed by California voters in November 2012. Proposition 30 provides new State General Fund revenues by increasing personal income taxes and State sales tax. These taxes are considered to be a “bridge” in helping the State maintain a balanced budget during the economic recovery. According to the Legislative Analyst’s Office of the State legislature, higher than expected revenues from the State’s 2013-14 fiscal year, combined with a projected \$3.2 billion operating surplus for the State’s 2014-15 fiscal year, are expected to result in a \$5.6 billion reserve by the end of such 2014-15 fiscal year.

It is impossible to predict the impact of future financial challenges to the California economy, including threat of future recessions, changes in federal spending policy and other events that could result in budget deficits. It is also impossible to predict what the State’s budget will be in future years or the actions that the Governor, the State legislature or voters—via ballot initiative—will take in the future. It is reasonable to expect, however, that the Governor and the State legislature will continue to pursue cost containment measures to keep the State’s budget in balance, in part by aggressively managing the State’s health care spending, which may have an adverse effect on the financial condition of the Obligated Group. Past actions such as those set forth below may be indicative.

- Aggressive health care cost-containment efforts by the Governor and the State legislature to help eliminate prior years’ budget deficits, including the State’s substantial cuts to health care provider reimbursement, including Medi-Cal payments to hospitals. For example, California enacted legislation to reduce its Medicaid expenditures through eligibility restrictions, (causing a greater number of indigent, uninsured or underinsured patients) and reductions in Medicaid payment rates. In October 2011, CMS approved the State’s request for 10% reductions in Medi-Cal payments for certain outpatient services and for long-term care. A Ninth Circuit Court of Appeals panel in December 2012, and later the full court in May 2013, upheld the reductions. In January 2014, the Supreme Court declined to review.
- The significant expansions to Medicaid programs—Medi-Cal in California—under the ACA. This expansion will require additional program funding. Federal funding is available for some of this expansion, but it is conditioned on states maintaining specified beneficiary eligibility criteria and California has sought to limit program eligibility in recent years to reduce program costs.
- While federal funding is available to facilitate Medicaid program expansion, this funding is expected to be temporary. The Medicaid program expansion and the expected longer-term loss of federal financial



support to offset longer-term expansion-related costs may require the State to reduce provider reimbursement rates further.

***Health Plans and Managed Care.*** Most private health insurance coverage is provided by various types of “managed care” plans, including health maintenance organizations (“HMOs”) and preferred provider organizations (“PPOs”) that generally use discounts and other economic incentives to reduce or limit the utilization of or payment for health care services. Medicare and Medicaid also purchase health care using managed care options. Payments to health care organizations from managed care plans typically are lower than those received from traditional indemnity or commercial insurers.

In California, managed care plans have replaced indemnity insurance as the primary source of non-governmental payment for hospital services. Hospitals must be capable of attracting and maintaining managed care business, often on a regional basis. Regional coverage and aggressive pricing may be required. However, it is also essential that contracting hospitals be able to provide the contracted services without significant operating losses, which may require multiple forms of cost containment.

Many HMOs and PPOs currently pay providers on a negotiated fee-for-service basis or on a fixed rate per day of care, or a fixed-rate per hospital stay, which, in each case, usually is discounted from the usual and customary charges for the care provided. As a result, the discounts offered to HMOs and PPOs could, in some cases, result in payment to a provider that is less than its actual cost. Additionally, the volume of patients directed to a provider may vary significantly from projections, and changes in the utilization may be dramatic and unexpected, thus jeopardizing the provider’s ability to manage this component of revenue and cost.

Some HMOs employ a “capitation” payment method under which hospitals are paid a predetermined periodic rate for each enrollee in the HMO who is “assigned” or otherwise directed to receive care from a particular hospital. The hospital may assume financial risk for the cost and scope of institutional care given. If payment is insufficient to meet the hospital’s actual costs of care, or if utilization by such enrollees materially exceeds projections, the financial condition of the hospital could erode rapidly and significantly. In addition to this standard managed care risk sharing approach, private health insurance companies are increasingly adopting various additional risk sharing/cost containing measures, sometimes similar to those introduced by government payors. Providers may expect health care cost containment and its associated risk sharing to continue to increase in the coming years amongst all payors.

Often, HMO contracts are enforceable for a stated term, regardless of hospital losses and may require hospitals to care for enrollees for a certain time period, regardless of whether the HMO is able to pay the hospital. Hospitals from time to time have disputes with HMOs, PPOs and other managed care payors concerning payment and contract interpretation issues. Such disputes may result in mediation, arbitration or litigation.

Failure to maintain contracts could have the effect of reducing the Corporation’s market share and net patient services revenues. Conversely, participation may result in lower net income if participating hospitals are unable to adequately contain their costs. In part to reduce costs, health plans are increasingly implementing, and offering to purchasing employers, tiered provider networks, which involve classification of a plan’s network providers into different tiers based on care quality and cost. With tiered benefit designs, plan enrollees are generally encouraged, through incentives or reductions in copayments or deductibles, to seek care from providers in the top tier. Classification of a hospital in a non-preferred or lower tier by a significant payor may result in a material loss of volume. The new demands of dominant health plans and other shifts in the managed care industry may also reduce patient volume and revenue. Thus, managed care poses one of the most significant business risks (and opportunities) that health care organizations face.

With implementation of the ACA, substantial numbers of employers may elect to discontinue employer-funded medical care for employees eligible for federal assistance in securing private insurance, and the employees could then choose health insurance under the health insurance exchanges. Individuals choosing their own coverage may become highly price sensitive, which could increase the number of enrollees in HMO plans and increase the use of capitation, making price negotiations with HMO and other insurance plans more difficult.

For information concerning the managed care payments received by the Obligated Group for the fiscal years ended August 31, 2012, 2013 and 2014, see APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—SUMMARY OF FINANCIAL INFORMATION—Sources of Revenue.”

***International Classification of Diseases, 10th Revision Coding System.*** In 2009, CMS published the final rule adopting the International Classification of Diseases, 10th Revision coding system (“ICD-10”), requiring health care organizations to implement ICD-10 no later than October 2013. In August 2012, DHHS issued a rule delaying this compliance deadline until October 2014. On March 31, 2014, Congress passed legislation delaying the ICD-10 implementation deadline to at least October 2015. ICD-10 provides a common approach to the classification of diseases and other health problems, allowing the United States to align with other nations to better share medical information, diagnosis, and treatment codes. ICD-10 is not without risk as staff will need to be retrained, processes redesigned, and computer applications modified as the current available codes and digit size will dramatically increase. Additionally, there is a potential for temporary coding and payment backlog, as well as potential increases in claims errors. There is a potential for revenue stream disruption for health care organizations and the magnitude of the transition within the industry may add pressure to health care organizations cash flows. Health care organizations will be dependent on outside software vendors, clearinghouses and third-party billing services to develop products and services to allow timely, full and successful implementation of ICD-10. Delays in the required implementation may occur if such ICD-10 products and services are not available to health care organizations from these outside sources well in advance of the implementation deadline to allow for adequate testing and installation. The continued delay of ICD-10 implementation is likely to result in increased training and related implementation costs for the Corporation. Further, it remains unclear whether continued delay in ICD-10 implementation will ultimately resolve potential implementation issues.

***Negative Rankings Based on Clinical Outcomes, Cost, Quality, Patient Satisfaction and Other Performance Measures.*** Health plans, Medicare, Medicaid, employers, trade groups and other purchasers of health services, private standard-setting organizations and accrediting agencies increasingly are using statistical and other measures in efforts to characterize, publicize, compare, rank and change the quality, safety and cost of health care services provided by hospitals and providers. The ACA shifts payments from paying for volume to paying for value, based on various health outcome measures. Published rankings such as “score cards,” “pay for performance” and other financial and non-financial incentive programs are being introduced to affect the reputation and revenue of hospitals, the members of their medical staffs and other providers and to influence the behavior of consumers and providers such as the Corporation. Currently prevalent are measures of quality based on clinical outcomes of patient care, reduction in costs, patient satisfaction and investment in health information technology. Measures of performance are set by others that characterize a hospital or a provider negatively may adversely affect its reputation and financial condition.

***Increased Enforcement Affecting Clinical Research.*** In addition to increasing enforcement of laws governing payment and reimbursement, the federal government has also stepped up enforcement of laws and regulations governing the conduct of clinical trials at hospitals. DHHS elevated and strengthened its Office of Human Research Protection, one of the agencies responsible for monitoring federally funded research. In addition, the National Institutes of Health significantly increased the number of facility inspections that these agencies perform. The Food and Drug Administration (“FDA”) also has authority over the conduct of clinical trials performed in hospitals when these trials are conducted on behalf of sponsors seeking FDA approval to market the drug or device that is the subject of the research. Moreover, the Office of Inspector General (the “OIG”), in its recent “Work Plans” has included several enforcement initiatives related to reimbursement for experimental drugs and devices (including kickback concerns) and has issued compliance program guidance directed at recipients of extramural research awards from the National Institutes of Health and other agencies of the U.S. Public Health Service. Although the Corporation is not the direct recipient of such awards (instead, Stanford University School of Medicine is the recipient of research awards), the Corporation receives payments for health care items and services under many of these grants as a subcontractor and is subject to complex and ambiguous coverage principles and rules governing billing for items or services it provides to patients participating in clinical trials funded by governmental agencies and private sponsors. The enforcement powers of agencies with oversight of clinical research range from substantial fines and penalties to exclusion of researchers and suspension or termination of entire research programs. Billing of the Medicare Program for experimental care provided to patients enrolled in clinical trials that is not eligible for Medicare reimbursement can subject the Corporation to sanctions as well as repayment obligations.

## Regulatory Environment

**“Fraud” and “False Claims.”** Health care “fraud and abuse” laws at the federal and state levels broadly regulate providers of services to government program beneficiaries and the methods and requirements for submitting claims for services rendered. Hospitals and others can be penalized for a wide variety of conduct, including submitting claims for services that are not provided, billing in a manner that does not comply with government requirements or including inaccurate billing information, billing for services deemed to be medically unnecessary, or billings accompanied by certain proscribed inducements to utilize or refrain from utilizing a service or product.

Federal and state governments have a broad range of criminal, civil and administrative sanctions available to penalize and remediate health care fraud, including the exclusion of a hospital from participation in the Medicare/Medicaid programs, civil monetary penalties, and suspension of Medicare/Medicaid payments. Fraud and abuse cases may be prosecuted by one or more government entities and private individuals, and more than one of the available sanctions may be, and often are, imposed for each violation. The ACA authorizes the Secretary of DHHS to exclude a provider’s participation in Medicare and Medicaid, as well as suspend payments to a provider pending an investigation or prosecution of a credible allegation of fraud against the provider.

Laws governing fraud and abuse may apply to a hospital and to nearly all individuals and entities with which a hospital does business. Fraud investigations, settlements, prosecutions and related publicity can have a material adverse effect on hospitals. See “Enforcement Activity,” below. Major elements of these often highly technical laws and regulations are generally summarized below.

**False Claims Act.** The federal False Claims Act (“FCA”) makes it illegal to knowingly submit or present a false, fictitious or fraudulent claim to the federal government. A person may be charged with knowledge of the falsity of a claim based not only on actual knowledge but also based on deliberate ignorance or reckless disregard of the relevant facts. The FCA has become one of the federal government’s primary weapons against health care fraud. Due to the broad range of conduct covered by the statute, FCA investigations and cases are common and may cover a range of activity from intentionally inflated billings, to highly technical billing infractions and to allegations of inadequate care. Damages under the FCA may include “treble damages” (i.e., damages up to three times the amount of the false claims) plus civil monetary penalties of up to \$11,000 per false claim. As a result, violation or alleged violations of the FCA frequently result in settlements involving multi-million dollar payments and compliance agreements. The FCA also permits individuals to initiate civil actions on behalf of the government in lawsuits called “qui tam” actions. Qui tam plaintiffs, or “whistleblowers,” can share in the damages recovered by the government. FCA violations or alleged violations could lead to settlements, fines, exclusion or reputation damage that could have a material adverse impact on a hospitals and other health care providers.

Under the ACA, the FCA has been expanded to include overpayments that are identified by a health care provider and not timely reported or refunded to the applicable federal health care program, even if the claims relating to the overpayment were initially submitted without any knowledge that they were false. This expansion of the FCA exposes hospitals and other health care providers to liability under the FCA for a considerably broader range of claims than in the past.

**Anti-Kickback Law.** The federal “Anti-Kickback Law” prohibits anyone from soliciting, receiving, offering or paying any remuneration, directly or indirectly, overtly or covertly, in cash or in kind, in return for a referral (or to induce a referral) for any item or service that is paid by any federal or state health care program. The Anti-Kickback Law potentially applies to many common health care transactions between persons and entities with which a hospital does business, including hospital-physician joint ventures, medical director arrangements, physician recruitments, physician office leases and other transactions with persons or entities in a position to provide federal health care program business to hospitals. The ACA provides explicitly that a claim that includes items or services resulting from a violation of the Anti-Kickback Law constitutes a false or fraudulent claim for purposes of the FCA.

Violations or alleged violations of the Anti-Kickback Law may result in settlements that require multi-million dollar payments and onerous corporate integrity agreements. The Anti-Kickback Law can be prosecuted either criminally or civilly. A criminal violation may be prosecuted as a felony, subject to a fine of up to \$250,000 for each act (which may be each item or each bill sent to a federal program), imprisonment and/or exclusion from

the Medicare and Medicaid programs. In addition, civil monetary penalties of \$10,000 per violation and an “assessment” of three times the amount claimed may be imposed. Violations of the Anti-Kickback Law are increasingly being prosecuted under the FCA, triggering the FCA penalties discussed above. In addition, the IRS has taken the position that hospitals that are in violation of the Anti-Kickback Law also may be subject to revocation of their tax-exempt status. See “—Tax-Exempt Status and Other Tax Matters” below.

***Stark Referral Law.*** The federal “Stark Law” prohibits the referral by a physician of Medicare and Medicaid patients for certain designated health services (including inpatient and outpatient hospital services, clinical laboratory services, and radiation therapy services, radiology and certain other imaging services) to entities with which the referring physician has a financial relationship unless that relationship fits within a Stark exception. It also prohibits a hospital furnishing the designated services from billing Medicare, or any other payor or individual for services performed pursuant to a prohibited referral. The government does not need to prove that the entity knew that the referral was prohibited to establish a Stark violation. If all technical requirements of an applicable exception are not satisfied, many ordinary business practices and economically desirable arrangements between hospitals and physicians, which constitute “financial relationships” within the meaning of the Stark Law, result in the prohibition on referrals and billing. Most providers of the designated health services with physician relationships have exposure to liability under the Stark Law.

Medicare may deny payment for all services performed based on a prohibited referral and a hospital that has billed for prohibited services may be obligated to refund the amounts collected from the Medicare program. For example, if an office lease between a hospital and a large group of heart surgeons is found to violate Stark, the hospital could be obligated to repay CMS for the payments received from Medicare for all of the heart surgeries performed by all of the physicians of the group for the duration of the lease; a potentially significant amount. As a result, even relatively minor, technical violations of the law may trigger substantial refund obligations. Moreover, if the violations of the Stark Law were knowing, the government may also seek civil monetary penalties of up to \$15,000 per claim, and in some cases, a hospital may be excluded from the Medicare and Medicaid programs. In addition, violations of the Stark Law increasingly are being prosecuted under the FCA, triggering the FCA penalties discussed above. Potential repayments to CMS, settlements, fines or exclusion for a Stark violation or alleged violation could have a material adverse impact on a hospital.

CMS has established a voluntary self-disclosure program under which hospitals and other health care providers or suppliers may report potential Stark violations and seek a reduction in potential refund obligations. However, the program is relatively new and therefore it is difficult to determine at this point in time whether it will provide significant monetary relief to hospitals that discover inadvertent Stark Law violations. The Corporation may make self-disclosures pursuant to this program as appropriate, and may make other disclosures from time to time.

***State “Fraud” and “False Claims” Laws.*** Hospital providers in California also are subject to a variety of State laws related to false claims (similar to the FCA or that are generally applicable false claims laws), anti-kickback (similar to the federal Anti-Kickback Law or that are generally applicable anti-kickback or fraud laws), and physician referral (similar to the Stark Law). These prohibitions while similar in public policy and scope to the federal laws have not in all instances been avidly enforced to date. However, in the future they could pose the possibility of material adverse impact for the same reasons as the federal statutes. See discussion under the subheadings “—False Claims Act,” “—Anti-Kickback Law” and “—Stark Referral Law” above.

***Medicare and Medicaid Audits.*** Hospitals that participate in the Medicare and Medicaid programs are subject from time to time to audits and other investigations relating to various aspects of their operations and billing practices, as well as to retroactive audit adjustments with respect to reimbursements claimed under these programs. Medicare and Medicaid regulations also provide for withholding reimbursement payments in certain circumstances. New billing rules and reporting requirements for which there is no clear guidance from CMS or state Medicaid agencies could result in claims submissions being considered inaccurate. The penalties for violations may include an obligation to refund money to the Medicare or Medicaid program, payment of criminal or civil fines and, for serious or repeated violations, exclusion from participation in federal health programs. The ACA requires states to institute a Recovery Audit Contractor (“RAC”) program for Medicaid, similar to the RAC program conducted for Medicare, in order to search for and recoup improper payments made to Medicare and Medicaid in prior years. The RACs will be private contractors, paid a contingency fee from any recovery of overpayments. Although required to



identify both overpayments and underpayments, RACs have in practice collected significantly more in overpayments from providers in proportion to the underpayments to providers.

***HIPAA and Other Privacy Requirements.*** The Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) provides sanctions for health care fraud and applies to all health care benefit programs, whether public or private. HIPAA also provides for punishment of a health care provider for knowingly and willfully embezzling, stealing, converting or intentionally misapplying any money, funds, or other assets of a health care benefit program. A health care provider convicted of health care fraud could be subject to mandatory exclusion from Medicare.

HIPAA also addresses the confidentiality of individuals’ health information. Disclosure of certain broadly defined protected health information is prohibited unless expressly permitted by regulation or authorized by the patient. HIPAA’s confidentiality provisions extend not only to patient medical records, but also to a wide variety of individually identifiable health care clinical and financial information. States may adopt privacy laws that are more restrictive than HIPAA but not less restrictive. California has broadened its data security breach notification law to cover compromised medical and health insurance information. Together, all of these laws and regulations create communication, operational, and accounting obligations that add costs and create potentially unanticipated sources of liability.

HIPAA imposes civil monetary penalties for violations and criminal penalties for knowingly obtaining or using individually identifiable health information. The civil penalties range from \$100 to \$1,500,000 per claim, depending on the nature of the conduct underlying the violation, with a maximum penalty of \$1,500,000 per year for each type of violation. The criminal penalties include imprisonment for up to 10 years.

***The HITECH Act.*** Provisions in the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), enacted in 2008 as part of the economic stimulus legislation, increase the maximum civil monetary penalties for violations of HIPAA and grant enforcement authority of HIPAA to state attorneys general. The HITECH Act also (i) extends the reach of HIPAA beyond “covered entities,” (ii) imposes a breach notification requirement on HIPAA covered entities, (iii) limits certain uses and disclosures of individually identifiable health information and (iv) restricts covered entities’ marketing communications.

The breach notification obligation, in particular, may expose covered entities such as hospitals to heightened liability. Under HITECH, in the event of a data privacy breach, covered entities are required to notify affected individuals and the federal government. If more than 500 individuals are affected by the breach, (1) the covered entity must also notify the media and (2) the federal government posts a description of the breach on its website. These reporting obligations increase the risk of government enforcement as well as class action lawsuits, especially if large numbers of individuals are affected by a breach.

On January 25, 2013, DHHS issued comprehensive modifications to the existing HIPAA regulations to implement the requirements of the HITECH Act, commonly known as the “HIPAA Omnibus Rule.” The HIPAA Omnibus Rule became effective on March 26, 2013, and covered entities were required to be in compliance by September 23, 2013 (though certain requirements have a longer timeframe). Key aspects of the HIPAA Omnibus Rule include, but are not limited to: (i) a new standard for what constitutes a breach of private health information, (ii) establishing four levels of culpability with respect to civil monetary penalties assessed for HIPAA violations, (iii) direct liability of business associates for certain violations of HIPAA, (iv) modifications to the rules governing research, (v) stricter requirements regarding non-exempt marketing practices, (vi) modification and re-distribution of notices of privacy practices, and (vii) stricter requirements regarding the protection of genetic information. While the effects of the HIPAA Omnibus Rule cannot be predicted at this time, the obligations imposed thereunder could have a material adverse effect on the financial condition of the Obligated Group.

The HITECH Act also established programs under Medicare and Medicaid to provide incentive payments for the “meaningful use” of certified electronic health record (“EHR”) technology. Beginning in 2011, the Medicare and Medicaid EHR incentive programs provided incentive payments to eligible professionals and eligible hospitals for demonstrating meaningful use of certified EHR technology. Health care providers demonstrate their meaningful use of EHR technology by meeting objectives specified by CMS for using health information technology and by reporting on specified clinical quality measures. Beginning in 2015, hospitals and physicians that have not satisfied

the performance and reporting criteria for demonstrating meaningful use will have their Medicare payments significantly reduced. Additionally, beginning in 2014, the federal government began auditing hospitals' and providers' records related to their attestation of being "meaningful users" in order to obtain the incentive payments. A hospital or provider that fails the audit will have an opportunity to appeal. Ultimately, hospitals or providers that fail on appeal will have to repay any incentive payments they received through these programs.

***Security Breaches and Unauthorized Releases of Personal Information.*** State and local authorities are increasingly focused on the importance of protecting the confidentiality of individuals' personal information, including patient health information. Many states, including California, have enacted laws requiring businesses to notify individuals of security breaches that result in the unauthorized release of personal information. In some states, notification requirements may be triggered even where information has not been used or disclosed, but rather has been inappropriately accessed.

California medical privacy laws penalize unlawful access, use or disclosure of patient's medical information, as well as unauthorized access, which the laws define as the inappropriate viewing of patient medical information without the direct need for diagnosis, treatment or other lawful use. Administrative penalties under these medical privacy laws may reach \$250,000 per violation.

State consumer protection laws may also provide the basis for legal action for privacy and security breaches and frequently, unlike HIPAA, authorize a private right of action. In particular, as discussed in "—The HITECH Act" above, the public nature of security incidents exposes health organizations to increased risk of individual or class action lawsuits from patients or other affected persons, in addition to government enforcement. Failure to comply with restrictions on patient privacy or to maintain robust information security safeguards, including taking steps to ensure that contractors who have access to sensitive patient information maintain the confidentiality of such information, could consequently damage a hospital's reputation and materially adversely affect business operations.

***Business Associates.*** Under existing HIPAA regulations, covered entities must include certain required provisions in their contractual relationships with organizations that perform functions on their behalf which involve use or disclosure of protected health information. These organizations are called business associates, and have been indirectly regulated by HIPAA through those contractual obligations. The HITECH Act and the final rules promulgated thereunder provide that all of the HIPAA security administrative, physical, and technical safeguards, as well as security policies, procedures and documentation requirements now apply directly to all business associates. In addition, the HITECH Act makes certain privacy provisions directly applicable to business associates. These changes are significant because business associates will now be directly regulated by DHHS for those requirements, and as a result, will be subject to penalties imposed by DHHS and/or state attorneys general. Likewise, to the extent a business associate is deemed to be an agent of the covered entity under the Federal common law, the covered entity will be liable for the breaches of the business associate. Covered entities have had to review and amend their business associate agreements in recent years in order to comply with these changing rules, which can be costly and administratively burdensome.

***Civil Monetary Penalty Act.*** The federal Civil Monetary Penalty Act ("CMPA") provides for administrative sanctions against health care providers for a broad range of billing and other abuses. A health care provider is liable under the CMPA if it knowingly presents, or causes to be presented, improper claims for reimbursement under Medicare, Medicaid and other federal health care programs. A hospital that participates in arrangements known as "gainsharing" by paying a physician to limit or reduce services to Medicare fee-for-service beneficiaries also could be subject to CMPA penalties. A health care provider that provides benefits to Medicare or Medicaid beneficiaries that such provider knows or should know are likely to induce the beneficiaries to choose the provider for their care also could be subject to CMPA penalties. The CMPA authorizes imposition of a civil money penalty and treble damages. The ACA also amended the CMPA laws to establish various new grounds for exclusion and civil monetary penalties, as well as increased penalty thresholds for existing civil monetary penalties.

Health care providers may be found liable under the CMPA even when they did not have actual knowledge of the impropriety of their action. Knowingly undertaking the action is sufficient. Ignorance of the Medicare regulations is no defense. The imposition of civil money penalties on a health care provider could have a material adverse impact on the provider's financial condition.

***Exclusions from Medicare or Medicaid Participation.*** The government may exclude a hospital from Medicare/Medicaid program participation if it is convicted of a criminal offense relating to the delivery of any item or service reimbursed under Medicare or a state health care program, any criminal offense relating to patient neglect or abuse in connection with the delivery of health care, fraud against any federal, state or locally financed health care program or an offense relating to the illegal manufacture, distribution, prescription, or dispensing of a controlled substance. The government also may exclude individuals or entities under certain other circumstances, such as an unrelated conviction of fraud, or other financial misconduct relating either to the delivery of health care in general or to participation in a federal, state or local government program. Exclusion from the Medicare/Medicaid program means that a hospital would be decertified from program participation and no program payments can be made. Any hospital exclusion could be a materially adverse event. In addition, exclusion of hospital employees under Medicare or Medicaid may be another source of potential liability for hospitals or health systems based on services provided by those excluded employees.

***Administrative Enforcement.*** Administrative regulations may require less proof of a violation than do criminal laws, and, thus, health care providers may have a higher risk of imposition of monetary penalties as a result of administrative enforcement actions.

***Compliance with Conditions of Participation.*** CMS, in its role of monitoring participating providers' compliance with conditions of participation in the Medicare program, may determine that a provider is not in compliance with its conditions of participation. In that event, a notice of termination of participation may be issued or other sanctions potentially could be imposed.

***EMTALA.*** The Emergency Medical Treatment and Active Labor Act ("EMTALA") is a federal civil statute that requires hospitals to treat or conduct a medical screening for emergency conditions and to stabilize a patient's emergency medical condition before releasing, discharging or transferring the patient. A hospital that violates EMTALA is subject to civil penalties of up to \$50,000 per offense and exclusion from the Medicare and Medicaid programs. In addition, the hospital may be liable for any claim by an individual who has suffered harm as a result of a violation.

***Licensing, Surveys, Investigations and Audits.*** Health facilities are subject to numerous legal, regulatory, professional and private licensing, certification and accreditation requirements. These include, but are not limited to, requirements of state licensing agencies and The Joint Commission. Renewal and continuation of certain of these licenses, certifications and accreditations are based on inspections or other reviews generally conducted in the normal course of business of health facilities. Loss of, or limitations imposed on, hospital licenses or accreditations could reduce hospital utilization or revenues, or a hospital's ability to operate all or a portion of its facilities.

***Environmental Laws and Regulations.*** Health facilities are subject to a wide variety of federal, state and local environmental and occupational health and safety laws and regulations. These include but are not limited to: air and water quality control requirements; waste management requirements; specific regulatory requirements applicable to asbestos and radioactive substances; requirements for providing notice to employees and members of the public about hazardous materials handled by or located at the hospital; and requirements for training employees in the proper handling and management of hazardous materials and wastes.

Health facilities may be subject to requirements related to investigating and remedying hazardous substances located on their property, including such substances that may have migrated off the property. Typical hospital operations include the handling, use, storage, transportation, disposal and discharge of hazardous, infectious, toxic, radioactive, flammable and other hazardous materials, wastes, pollutants and contaminants. As such, hospital operations are particularly susceptible to the practical, financial and legal risks associated with the environmental laws and regulations. Such risks may result in damage to individuals, property or the environment; may interrupt operations and increase their cost; may result in legal liability, damages, injunctions or fines; and may result in investigations, administrative proceedings, civil litigation, criminal prosecution, penalties or other governmental agency actions; and may not be covered by insurance.

***Enforcement Activity.*** Enforcement activity against health care providers has increased, and enforcement authorities have adopted aggressive approaches. In the current regulatory climate, it is anticipated that many

hospitals and physician groups will be subject to an audit, investigation, or other enforcement action regarding the health care fraud laws mentioned above.

Enforcement authorities are often in a position to compel settlements by providers charged with or being investigated for false claims violations by withholding or threatening to withhold Medicare, Medicaid and similar payments or to recover higher damages, assessments or penalties by instituting criminal action. In addition, the cost of defending such an action, the time and management attention consumed, and the facts of a case may dictate settlement. Therefore, regardless of the merits of a particular case, a hospital could experience materially adverse settlement costs, as well as materially adverse costs associated with implementation of any settlement agreement. Prolonged and publicized investigations could be damaging to the reputation and business of a hospital, regardless of outcome.

Certain acts or transactions may result in violation or alleged violation of a number of the federal health care fraud laws described above, and therefore penalties or settlement amounts often are compounded. Generally these risks are not covered by insurance. Enforcement actions may involve multiple hospitals or other facilities in a health system, as the government often extends enforcement actions regarding health care fraud to other entities in the same organization. Therefore, Medicare fraud related risks identified as being materially adverse as to a hospital could have materially adverse consequences for a health system taken as a whole.

***Antitrust.*** Antitrust liability may arise in a wide variety of circumstances, including medical staff privilege disputes, payor contracting, physician relations, joint ventures, merger, affiliation and acquisition activities, certain pricing or salary setting activities, as well as other areas of activity. The application of the federal and state antitrust laws to health care is evolving, and therefore not always clear. Currently, the most common areas of potential liability are joint action among providers with respect to payor contracting and medical staff credentialing disputes.

Violation of the antitrust laws could result in criminal and/or civil enforcement proceedings by federal and state agencies, as well as actions by private litigants. In certain actions, private litigants may be entitled to treble damages, and in others, governmental entities may be able to assess substantial monetary fines.

## **Business Relationships and Other Business Matters**

***Integrated Delivery Systems.*** Hospitals and health care systems often own, control or have affiliations with physician groups and independent practice associations. Generally, the sponsoring health facility or health system is the primary capital and funding source for such alliances and may have an ongoing financial commitment to provide growth capital and support operating deficits. As separate operating units, integrated physician practices and medical foundations sometimes operate at a loss and require subsidies or other support from the related hospital or health system. Inability to attract or retain participating physicians may negatively affect managed care, contracting and utilization. The technological and administrative infrastructure necessary both to develop and operate integrated delivery systems and to implement new payment arrangements in response to changes in Medicare and other payor reimbursement is costly. Hospitals may not achieve savings sufficient to offset the substantial costs of creating and maintaining this infrastructure.

These types of alliances are generally designed to respond to trends in the delivery of medicine to better integrate hospital and physician care, to increase physician availability to the community and/or to enhance the managed care capability of the affiliated hospitals and physicians. However, these goals may not be achieved, and an unsuccessful alliance may be costly and counterproductive to all of the above-stated goals.

These types of alliances are likely to become increasingly important to the success of hospitals in the future as a result of changes to the health care delivery and reimbursement systems that are intended to restrain the rate of increases of health care costs, encourage coordinated care, promote collective provider accountability and improve clinical outcomes. The ACA authorizes several alternative payment programs for Medicare that promote, reward or necessitate integration among hospitals, physicians and other providers.

Whether these programs will achieve their objectives and be expanded or mandated as conditions of Medicare participation cannot be predicted. However, Congress and CMS have clearly emphasized continuing the



trend away from the fee-for-service reimbursement model, which began in the 1980s with the introduction of the prospective payment system for inpatient care, and toward an episode-based payment model that rewards use of evidence-based protocols, quality and satisfaction in patient outcomes, efficiency in using resources, and the ability to measure and report clinical performance. This shift is likely to favor integrated delivery systems, which may be better able than stand-alone providers to realize efficiencies, coordinate services across the continuum of patient care, track performance and monitor and control patient outcomes. Changes to the reimbursement methods and payment requirements of Medicare, which is the dominant purchaser of medical services, are likely to prompt equivalent changes in the commercial sector, because commercial payors frequently follow Medicare's lead in adopting payment policies.

While payment trends may stimulate the growth of integrated delivery systems, these systems carry with them the potential for legal or regulatory risks. Many of the risks discussed in “—Regulatory Environment” above, may be heightened in an integrated delivery system. The foregoing laws were not designed to accommodate coordinated action among hospitals, physicians and other health care providers to set standards, reduce costs and share savings, among other things. The ability of hospitals or health systems to conduct integrated physician operations may be altered or eliminated in the future by legal or regulatory interpretation or changes, or by health care fraud enforcement. In addition, participating physicians may seek to maintain their independence for a variety of reasons, thus putting the hospital or health system's investment at risk, and potentially reducing its managed care leverage and/or overall utilization. In October 2011, CMS, the Federal Trade Commission and the Department of Justice jointly issued guidance regarding waivers and safe harbors to enable providers to participate in the Medicare Shared Savings Program. Although CMS and the agencies that enforce these laws are expected to institute new regulatory exceptions, safe harbors or waivers that will enable providers to participate in payment reform programs, there can be no assurance that such waivers or other regulations or guidance are forthcoming and/or will sufficiently clarify the scope of permissible activity in all cases. State law prohibitions, such as the bar on the corporate practice of medicine, or state law requirements, such as insurance laws regarding licensure and minimum financial reserve holdings of risk-bearing organizations, may also introduce complexity, risk and additional costs in organizing and operating integrated delivery systems. Tax-exempt hospitals and health systems also face the risk that the IRS will view affiliations with for profit entities to result in private benefit or private use or generate unrelated business income for the hospitals and health systems.

Health care providers, responding to health care reform and other industry pressures, are increasingly moving toward integrated delivery systems, managing the health of populations of individuals, patient-centered medical homes, bundled payments, and capitated insurance plans. These trends will require new competencies, including the appropriate mix of physician specialties, new administrative skills, close and aligned relationships between physicians and hospitals, insurance risk management, and new relationships between patients and providers. Providers may be unsuccessful in assembling successful integrated networks, fail to achieve savings sufficient to offset the substantial costs of creating and maintaining the necessary capabilities to support such developments, or otherwise could incur losses or damage reputations from assuming increased risk.

***Hospital Medical Staff.*** The primary relationship between a hospital and physicians who practice in it is through the hospital's organized medical staff. Medical staff bylaws, rules and policies establish the criteria and procedures by which a physician may have his or her privileges or membership curtailed, denied or revoked. Physicians who are denied medical staff membership or certain clinical privileges or who have such membership or privileges curtailed or revoked often file legal actions against hospitals and medical staffs. Such actions may include a wide variety of claims, some of which could result in substantial uninsured damages to a hospital. In addition, failure of the hospital governing body to adequately oversee the conduct of its medical staff may result in hospital liability to third parties.

***Physician Supply.*** Sufficient community-based physician supply is important to hospitals and other health care facilities. CMS annually reviews overall physician reimbursement formulas for Medicare and Medicaid. Changes to physician compensation under these programs could lead to physicians ceasing to accept Medicare and/or Medicaid patients. Regional differences in reimbursement by commercial and governmental payors, along with variations in the costs of living, may cause physicians to avoid locating their practices in communities with low reimbursement or high living costs. Hospitals and health systems may be required to invest additional resources in recruiting and retaining physicians, or may be compelled to affiliate with, and provide support to, physicians in order to continue serving the growing population base and maintain market share. The physician-to-population ratio

in certain parts of the State is below the national average, and the shortage of physicians could become a significant issue for hospitals and health care systems in the State.

***Competition Among Health Care Providers.*** Increased competition from a wide variety of sources, including specialty hospitals, other hospitals and health care systems, HMOs, inpatient and outpatient health care facilities, long-term care and skilled nursing services facilities, clinics, physicians and others, may adversely affect the utilization and/or revenues of hospitals. Existing and potential competitors may not be subject to various restrictions applicable to hospitals, and competition, in the future, may arise from new sources not currently anticipated or prevalent. The strong market position of Kaiser Permanente, a closed managed care system, presents additional challenges.

Freestanding ambulatory surgery centers may attract away significant commercial outpatient services traditionally performed at hospitals. Commercial outpatient services, currently among the most profitable services for hospitals, may be lost to competitors who can provide these services in an alternative, less costly setting. Full-service hospitals rely upon the revenues generated from commercial outpatient services to fund other less profitable services, and the decline of such business may result in the significant reduction of profitable income. Competing ambulatory surgery centers, more likely for-profit businesses, may not accept indigent patients or low paying programs and would leave these populations to receive services in the full-service hospital setting. Consequently, hospitals are vulnerable to competition from ambulatory surgery centers.

Additionally, scientific and technological advances, new procedures, drugs and appliances, preventive medicine and outpatient health care delivery may reduce utilization and revenues of the hospitals in the future or otherwise lead the way to new avenues of competition. In some cases, hospital investment in facilities and equipment for capital-intensive services may be lost as a result of rapid changes in diagnosis, treatment or clinical practice brought about by new technology or new pharmacology.

***Action by Purchasers of Hospital Services and Consumers.*** Major purchasers of hospital services could take action to restrain hospital charges or charge increases. As a result of increased public scrutiny, it is also possible that the pricing strategies of hospitals may be perceived negatively by consumers, and hospitals may be forced to reduce fees for their services. Decreased utilization could result, and hospitals' revenues may be negatively impacted. In addition, consumers and groups on behalf of consumers are increasing pressure for hospitals and other health care providers to be transparent and provide information about cost and quality of services that may affect future consumer choices about where to receive health care services.

***Employer Status.*** Hospitals are major employers with mixed technical and nontechnical workforces. Labor costs, including salary, benefits and other liabilities associated with a workforce, have significant impacts on hospital operations and financial condition. Developments affecting hospitals as major employers include: (i) imposing higher minimum or living wages; (ii) enhancing occupational health and safety standards; and (iii) penalizing employers of undocumented immigrants. Legislation or regulation on any of the above or related topics could have a material adverse impact on the Corporation.

***Labor Relations and Collective Bargaining.*** Hospitals are large employers with a wide diversity of employees. Increasingly, employees of hospitals are becoming unionized, and many hospitals have collective bargaining agreements with one or more labor organizations. Employees subject to collective bargaining agreements may include essential nursing and technical personnel, as well as food service, maintenance and other trade personnel. Renegotiation of such agreements upon expiration may result in significant cost increases to hospitals. Employee strikes or other adverse labor actions may have an adverse impact on operations, revenue and hospital reputation. Certain employees of the Corporation are currently covered by collective bargaining agreements. See APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—EMPLOYEES.”

***Class Actions and Litigation.*** Federal law and many states, including notably California, impose standards related to worker classification, eligibility and payment for overtime, liability for providing rest periods and similar requirements. Large employers with complex workforces, such as hospitals, are susceptible to actual and alleged violations of these standards. In recent years there has been a proliferation of lawsuits over these “wage and hour” issues, often in the form of large class actions. For large employers such as hospitals, such class actions can involve

multi-million dollar claims, judgments and settlements. Additionally, nonprofit hospitals and health systems have long been subject to a wide variety of litigation risks, including liability for care outcomes, employer liability, property and premises liability, and peer review litigation with physicians, among others. In recent years, consumer class action litigation has emerged as a potentially significant source of litigation liability for nonprofit hospitals and health systems. These class action suits may be used for a variety of currently unanticipated causes of action. Since the subject matter of class action suits may involve uninsured risks, and since such actions often involve alleged large classes of plaintiffs, they may have material adverse consequences on nonprofit hospitals and health systems.

***Health Care Worker Classification.*** Health care providers, like all businesses, are required to withhold income taxes from amounts paid to employees. If the employer fails to withhold the tax, the employer becomes liable for payment of the tax imposed on the employee. On the other hand, businesses are not required to withhold federal taxes from amounts paid to a worker classified as an independent contractor. The IRS has established criteria for determining whether a worker is an employee or an independent contractor for tax purposes. If the IRS were to reclassify a significant number of hospital independent contractors (*e.g.*, physician medical directors) as employees, back taxes and penalties could be material.

***Staffing.*** In recent years, the health care industry has suffered from a scarcity of nursing personnel, respiratory therapists, pharmacists and other trained health care and information system technicians. In addition, aging medical staffs and difficulties in recruiting physicians are leading to physician shortages. A significant factor underlying this trend includes a decrease in the number of persons entering such professions. This is expected to intensify in the future, aggravating the general shortage and increasing the likelihood of hospital-specific shortages. Competition for physicians and other health care professionals, coupled with increased recruiting and retention costs will increase hospital-operating costs, possibly significantly. This trend could have a material adverse impact on the financial condition and results of operations of hospitals and other health care facilities. This scarcity may further be intensified if utilization of health care services increases as a consequence of the ACA's expansion of the number of insured consumers. As reimbursement amounts are reduced to health care facilities and organizations that employ or contract with physicians, nurses and other health care professionals, pressure to control and possibly reduce wage and benefit costs may further strain the supply of those professionals.

California imposes mandatory nurse staffing ratios for all hospital patient care areas. The nurse to patient ratio standards increased as of January 1, 2008. It is possible that the State may take further action to regulate nurse to patient staffing and the impact on California hospitals will vary by department and facility, but the increased required staffing, in aggregate, could incur higher costs for hospitals.

***Professional Liability Claims and General Liability Insurance.*** Professional and general liability suits and the dollar amounts of damage recoveries may have contributed to substantial increases in malpractice insurance premiums, higher deductibles and generally less coverage. Professional liability and other actions alleging wrongful conduct and seeking punitive damages are often filed against health care providers. Insurance does not provide coverage for judgments of punitive damages.

Litigation also arises from the corporate and business activities of hospitals, from a hospital's status as an employer or as a result of medical staff or provider network peer review or the denial of medical staff or provider network privileges. As with professional liability, many of these risks are covered by insurance, but some are not. For example, some antitrust claims or business disputes are not covered by insurance or other sources and may, in whole or in part, be a liability of an Obligated Group if determined or settled adversely.

There is no assurance that hospitals will be able to maintain coverage amounts currently in place in the future, that the coverage will be sufficient to cover malpractice judgments rendered against a hospital or that such coverage will be available at a reasonable cost in the future.

***Information Systems.*** The ability to adequately price and bill health care services and to accurately report financial results depends on the integrity of the data stored within information systems, as well as the operability of such systems. Information systems require an ongoing commitment of significant resources to maintain, protect and enhance existing systems and develop new systems to keep pace with continuing changes in information processing technology, evolving systems and regulatory standards. There can be no assurance that efforts to upgrade and expand information systems capabilities, protect and enhance these systems, and develop new systems to keep pace

with continuing changes in information processing technology will be successful or that additional systems issues will not arise in the future.

Electronic media are also increasingly being used in clinical operations, including the conversion from paper to electronic medical records, computerization of order entry functions and the implementation of clinical decision-support software. The reliance on information technology for these purposes imposes new expectations on physicians and other workforce members to be adept in using and managing electronic systems. It also introduces risks related to patient safety, and to the privacy, accessibility and preservation of health information. See “—Regulatory Environment—HIPAA” above. Technology malfunctions or failure to understand and use information systems properly could result in the dissemination of or reliance on inaccurate information, as well as in disputes with patients, physicians and other health care professionals. Health information systems may also be subject to different or higher standards or greater regulation than other information technology or the paper-based systems previously used by health care providers, which may increase the cost, complexity and risks of operations. All of these risks may have adverse consequences on hospitals and health care providers.

***Outsourcing of Information Management.*** The Corporation relies on a number of outside vendors to manage information on its behalf. Pursuant to certain of these arrangements, vendors have access to personal information of the Corporation’s patients. Even though the Corporation takes many precautions against the unauthorized use and disclosure of individually identifiable information by its vendors, including through the terms of its contracts and security requirements and through security audits and vulnerability assessments, it does not control the actions and practices of outside entities. In addition, despite the security measures the Corporation has in place to ensure compliance with applicable laws and rules, its facilities and systems and those of its third-party service providers may be vulnerable to security breaches, acts of vandalism or theft, computer viruses, misplaced or lost data, programming and/or human errors or other similar events. Noncompliance with any privacy laws or any security breach involving the misappropriation, loss or other unauthorized use or disclosure of sensitive or confidential health or other personal information, whether by the Corporation or by one of its vendors, could have a material adverse effect on the Corporation’s business, reputation and results of operations, and could result in any or all of the following: material fines and penalties; compensatory, special, punitive, and statutory damages; consent orders regarding privacy and security practices; and adverse actions against the Corporation’s licenses to do business.

***Physician Financial Relationships.*** In addition to the physician integration relationships referred to above, hospitals and health systems frequently have various additional business and financial relationships with physicians and physician groups. These are in addition to hospital physician contracts for individual services performed by physicians in hospitals. They potentially include: joint ventures to provide a variety of outpatient services; recruiting arrangements with individual physicians and/or physician groups; loans to physicians; medical office leases; equipment leases from or to physicians; and various forms of physician practice support or assistance. These and other financial relationships with physicians (including hospital physician contracts for individual services) may involve financial and legal compliance risks for the hospitals and health systems involved. From a compliance standpoint, these types of financial relationships may raise federal and state “anti-kickback” and federal “Stark” issues (see “Regulatory Environment,” above), tax exemption issues (see “Tax-Exempt Status and Other Tax Matters,” below), as well as other legal and regulatory risks, and these could have a material adverse impact on hospitals.

***Section 340B Drug Pricing Program.*** Hospitals that participate in the prescription drug discount program established under Section 340B of the federal Public Health Service Act (the “340B Program”) are able to purchase certain outpatient drugs for their patients at reduced cost. The Office of Pharmacy Affairs, which is the federal agency that regulates the 340B Program, announced in November 2014 its withdrawal of an extensive proposed rule, indicating it would instead issue informal guidance in 2015.

***Cybersecurity Risks.*** Despite the implementation of network security measures by the Corporation, its information technology systems may be vulnerable to breaches, hacker attacks, computer viruses, physical or electronic break-ins and other similar events or issues. Such events or issues could lead to the inadvertent disclosure of protected health information or other confidential information or could have an adverse effect on the ability of the Corporation to provide health care services.



## **Affiliations, Merger, Acquisition and Divestiture**

The Corporation evaluates and pursues potential acquisition, merger and affiliation candidates as part of the overall strategic planning and development process. As part of its ongoing planning and property management functions, the Corporation reviews the use, compatibility and business viability of many of the operations of the Corporation, and from time to time the Corporation may pursue changes in the use of, or disposition of, its facilities. Likewise, the Corporation occasionally receives offers from, or conducts discussions with, third parties about the potential acquisition of operations and properties which may become subsidiaries or affiliates of the Corporation in the future, or about the potential sale of some of the operations or property which are currently conducted or owned by the Corporation. Discussion with respect to affiliation, merger, acquisition, disposition or change of use of facilities, including those which may affect the Corporation, are held from time to time with other parties. These may be conducted with acute care hospital facilities and may be related to potential affiliation with a Member of the Obligated Group. As a result, it is possible that the current organization and assets of the Corporation may change from time to time.

In addition to relationships with other hospitals and physicians, the Corporation may consider investments, ventures, affiliations, development and acquisition of other health care-related entities. These may include home health care, long-term care entities or operations, infusion providers, pharmaceutical providers, and other health care enterprises that support the overall operations of the Corporation. In addition, the Corporation may pursue transactions with health insurers, HMOs, preferred provider organizations, third-party administrators and other health insurance-related businesses. Because of the integration occurring throughout the health care field, management will consider these arrangements if there is a perceived strategic or operational benefit for the Corporation. Any initiative may involve significant capital commitments and/or capital or operating risk (including, potentially, insurance risk) in a business in which the Corporation may have less expertise than in hospital operations. There can be no assurance that these projects, if pursued, will not lead to material adverse consequences to the Corporation.

## **Tax-Exempt Status and Other Tax Matters**

***Maintenance of the Tax-Exempt Status of the Corporation and any future Members of the Obligated Group.*** The tax-exempt status of the Bonds depends upon maintenance by each Obligated Group Member, consisting currently only of the Corporation, that receives or benefits from the proceeds of the Bonds (the “Benefiting Member”) of its status as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). The maintenance of such status is contingent on compliance with general rules promulgated in the Code and related regulations regarding the organization and operation of tax-exempt entities, including their operation for charitable and other permissible purposes and their avoidance of transactions that may cause their earnings or assets to inure to the benefit of private individuals. As these general principles were developed primarily for public charities that do not conduct large-scale technical operations and business activities, they often do not adequately address the myriad of operations and transactions entered into by a modern health care organization. Although traditional activities of health care providers, such as medical office building leases, have been the subject of interpretations by the IRS in the form of Private Letter Rulings, many activities or categories of activities have not been fully addressed in any official ruling, interpretation or policy of the IRS.

The ACA also contains new requirements for tax-exempt hospitals. Under the ACA, each tax-exempt hospital facility is required to (i) conduct a community health needs assessment at least every three years and adopt an implementation strategy to meet the identified community needs, (ii) adopt, implement and widely publicize a written financial assistance policy and a policy to provide emergency medical treatment without discrimination, (iii) limit charges to individuals who qualify for financial assistance under such tax-exempt hospital’s financial assistance policy to no more than the amounts generally billed to individuals who have insurance covering such care and refrain from using “gross charges” when billing such individuals, and (iv) refrain from taking extraordinary collection actions without first making reasonable efforts to determine whether the individual is eligible for assistance under such tax-exempt hospital’s financial assistance policy. In addition, the United States Treasury Department is required to review information about each tax-exempt hospital’s community benefit activities at least once every three years, as well as to submit an annual report to Congress with information regarding the levels of charity care, bad debt expenses, unreimbursed costs of government programs, and costs incurred by tax-exempt hospitals for community benefit activities. The periodic reviews and reports to Congress regarding the community



benefits provided by 501(c)(3) hospitals may increase the likelihood that Congress will require such hospitals to provide a minimum level of charity care in order to retain tax-exempt status and may increase IRS scrutiny of particular 501(c)(3) hospital organizations.

The Corporation participates in a variety of joint ventures and transactions with physicians either directly or indirectly. As tax-exempt organizations, the Corporation and any future Obligated Group Member are limited with respect to their use of practice income guarantees, reduced rent on medical office space, low interest loans, joint ventures and other means of recruiting and retaining physicians. The IRS's hospital audit guide instructs field agents to review numerous activities and arrangements, such as these, for compliance with a hospital's tax-exempt status. Management believes that the transactions to which the Corporation is a party are consistent with the requirements of the Code as to tax-exempt status, but, as noted above, there is uncertainty as to the state of the law.

On December 29, 2014, the Secretary of the Treasury issued final regulations under Section 501(r) of the Code that provide detailed and comprehensive guidance relating to requirements for community health needs assessments, financial assistance policies, emergency medical care policies, limitations on charges and billing and collection practices, and also provide guidance on consequences of failure to satisfy Section 501(r) requirements. These final regulations are complex and may be administratively burdensome to implement. Generally, the regulations apply to tax years beginning after December 29, 2015, and provide that a hospital organization may rely on a reasonable, good faith interpretation of the Section 501(r) requirements for tax years beginning on or before December 29, 2015, which could include compliance with certain prior proposed regulations under Section 501(r).

The IRS has periodically conducted audit and other enforcement activity regarding tax-exempt health care organizations. Audits are conducted by teams of revenue agents, often take years to complete and require the expenditure of significant staff time by both the IRS and audited organizations. These audits examine a wide range of possible issues, including tax-exempt bond financing of partnerships and joint ventures, retirement plans and employee benefits, employment taxes, political contributions and other matters.

Effective for tax years beginning in 2008, tax-exempt organizations must complete new schedules to IRS Form 990--Return of Organizations Exempt From Income Tax, which create additional reporting responsibilities. On Schedule H, hospitals and health systems must report how they provide community benefit and specify certain billing and collection practices. Schedule K requires detailed information related to certain outstanding bond issues of tax-exempt borrowers, including information regarding use of proceeds and arbitrage and private business use compliance. Tax-exempt organizations must also complete Schedule J, which requires reporting of compensation information for the organizations' officers, directors, trustees, key employees, and other highly compensated employees. It is possible that the IRS could use the information reported to the IRS concerning the Corporation or any future Member of the Obligated Group to select the Corporation or future Member of the Obligated Group for audit of its tax-exempt status or other matters.

If the IRS were to find that the Corporation or any future Obligated Group Member has participated in activities in violation of certain regulations or rulings, the tax-exempt status of such entity could be in jeopardy. Although the IRS has not frequently revoked the 501(c)(3) tax-exempt status of nonprofit health care corporations, it could do so in the future. Loss of tax-exempt status by the Corporation would likely result in loss of tax exemption of the Bonds and of other tax-exempt debt of the Corporation or any future Member of the Obligated Group, and defaults in covenants regarding the Bonds and other related tax-exempt debt and obligations likely would be triggered. Loss of tax-exempt status also could result in substantial tax liabilities on income of the Corporation or any future Obligated Group Member. For these and other reasons, loss of tax-exempt status of the Corporation could have a material adverse effect on the financial condition of the Obligated Group.

In lieu of, or in addition to, revocation of exempt status, the IRS may impose penalty excise taxes on certain "excess benefit transactions" involving 501(c)(3) organizations and "disqualified persons." An excess benefit transaction is one in which a disqualified person receives more than fair market value from the exempt organization or pays the exempt organization less than fair market value for property or services. Among the persons (and entities) treated as a disqualified person is a person (or an entity) who is in a position to exercise substantial influence over the affairs of the exempt organization currently or during the five years preceding an excess benefit transaction. The statute imposes excise taxes on the disqualified person and any "organization manager" who knowingly participates in an excess benefit transaction. These rules do not directly penalize the

exempt organization itself, so there would be no direct impact on an Obligated Group Member or the tax status of the Bonds if an excess benefit transaction were subject to these “intermediate sanctions” rules.

***State and Local Tax Exemption.*** In California, it is possible that the Franchise Tax Board or the Attorney General could review the income tax exemption of the Corporation or any future Member of the Obligated Group. It is likely that the loss by the Corporation or any future Member of the Obligated Group of federal tax exemption would also trigger a challenge to their respective state tax exemption. Depending on the circumstances, such event could be material and adverse.

State, county and local taxing authorities undertake audits and reviews of the operations of tax-exempt health care providers with respect to their real property tax exemptions. In some cases, particularly where authorities are dissatisfied with the amount of services provided to indigents, the real property tax-exempt status of the health care providers has been questioned. Subjecting significant amounts of real property to taxation could adversely affect health care organizations. The majority of the real property of the Corporation is currently treated as exempt from real property taxation. Although the real property tax exemptions of the Corporation with respect to its core hospital facilities are not, to the knowledge of management, under challenge or investigation, an audit could lead to a challenge that could adversely affect the real property tax exemptions of the Corporation or any future Obligated Group Member.

It is not possible to predict the scope or effect of future legislative or regulatory actions with respect to taxation of nonprofit corporations. There can be no assurance that future changes in the laws and regulations of federal, state or local governments will not materially adversely affect the financial condition of the Obligated Group by requiring payment of income, local property or other taxes.

***Maintenance of Tax-Exempt Status of Interest on the Bonds.*** The Code imposes a number of requirements that must be satisfied for interest on state and local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds, limitations on the investment earnings of bond proceeds prior to expenditure, a requirement that certain investment earnings on bond proceeds be paid periodically to the United States Treasury, and a requirement that the issuer file an information report with the IRS. The Corporation has covenanted in the Loan Agreement that it will comply with such requirements. Future failure by the Corporation to comply with the requirements stated in the Code and related regulations and rulings may result in the treatment of interest on the Bonds as taxable, retroactively to the date of issuance. The Authority has covenanted in the Indenture that it will not take any action or refrain from taking any action that would cause interest on the Bonds to be included in gross income for federal income tax purposes.

The IRS performs audits of tax-exempt bonds with specific review of private business use, among other matters. As indicated above, effective with the 2009 tax year, 501(c)(3) borrowers must complete new Schedule K to Form 990, which requires detailed information related to certain outstanding bond issues, including information regarding use of proceeds and arbitrage and private business use compliance.

It is possible that responses by the Corporation or any future Member of the Obligated Group to Schedule K could lead to an IRS audit, or an IRS audit could be initiated independently of responses to Schedule K, which in either case could adversely affect the market value of the Bonds or of other outstanding tax-exempt indebtedness of the Obligated Group.

Bond Counsel will render an opinion with respect to the tax-exempt status of the Bonds, as described under the caption “TAX MATTERS.” No ruling with respect to the Bonds has been or will be sought from the IRS, however, and opinions of counsel are not binding on the IRS or the courts. There can be no assurance that an examination of the Bonds will not adversely affect the Bonds or the market value of the Bonds. See “TAX MATTERS” herein.

***Proposed Legislation Regarding Limitations or Elimination of Tax-Exempt Status of Interest on the Bonds.*** Pending or future legislative proposals, if enacted, regulations, rulings or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to State or local income taxation, or may otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest.

Legislation or regulatory actions and pending or future proposals, whether or not enacted, may also affect the economic value of the federal or state tax exemption or the market value of the Bonds. As one example, the Obama Administration has announced a legislative proposal which generally would limit the exclusion from gross income of interest on obligations like the Bonds to some extent for taxpayers who are individuals and whose income is subject to higher marginal income tax rates. Other proposals have been made that could eliminate or significantly reduce the benefit of, or otherwise affect, the exclusion from gross income of interest on obligations like the Bonds.

Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or future federal or State tax legislation, rulings or litigation, as to which Bond Counsel expresses no opinion.

## **Other Risk Factors**

***Earthquakes.*** Many hospitals in California are in close proximity to active earthquake faults. A significant earthquake in northern California could have a material adverse effect on the Corporation and could result in material damage and temporary or permanent cessation of operations at the Corporation's facilities. The Corporation currently does not carry earthquake insurance coverage.

California law requires each acute care hospital in the State to evaluate and upgrade its patient care facilities to meet stated seismic standards by 2008 or, in certain cases, by 2030. For information about the Corporation's compliance with the Seismic Safety Act, see APPENDIX A – "INFORMATION CONCERNING STANFORD HEALTH CARE—SERVICES, FACILITIES AND OPERATIONS—The Project, SHC's Long-Range Master Plan and Additional Capital Needs."

***Construction Risks.*** The Corporation has begun and will be undertaking substantial construction projects over the next several years to replace and renew its patient care facilities. Construction projects are subject to a variety of risks, including but not limited to strikes, shortages of materials and labor, adverse weather conditions, and delays in issuance of required building permits or other necessary approvals or permits, including environmental approvals. Such events could delay occupancy. Cost overruns may occur due to change orders, delays in the construction schedule, scarcity of building materials and labor and other factors. Cost overruns could cause the costs to exceed available funds. Construction costs have historically inflated in California between 15% and 20% annually making some projects financially prohibitive.

***Risks Related to Outstanding Variable Rate Obligations.*** The Corporation has variable rate obligations outstanding, the interest rates on which could rise. Such interest rates vary on a periodic basis and may be converted to a fixed interest rate. This protection against rising interest rates is not unrestricted, however, because the Corporation would be required to continue to pay interest at the variable rate until it is permitted to convert the obligations to a fixed rate pursuant to the terms of the applicable transaction documents.

In addition, approximately \$84.1 million of outstanding variable rate bonds issued on behalf of the Corporation have a "put" feature which grants the holders of such bonds the right to tender these bonds for payment on seven, or fewer, days' notice. The Corporation also has \$60 million of outstanding variable rate bonds that could be "put" after a 30-day remarketing period plus a 6-month notification period. Such bonds are not supported by either a credit facility or a liquidity facility. If any variable rate bonds are tendered for purchase and not remarketed, the Corporation will be obligated to purchase such bonds.

***Risks Related to Interest Rate Swaps.*** The Corporation has entered into interest rate swap agreements related to indebtedness of the Obligated Group (the "Swaps"). The Swaps are and will be subject to periodic "mark-to-market" valuations and at any time may have a negative value to the Corporation. The Swaps counterparty may terminate the Swaps upon the occurrence of certain "termination events" or "events of default." The Corporation may terminate the Swaps at any time. If either the counterparty to the Swaps or the Corporation terminates any of the Swaps during a negative value situation, the Corporation may be required to make a termination payment to such Swaps counterparty, and such payment could be material.

Pursuant to the Swaps, the counterparty will be obligated to make payments to the Corporation, which payments may be more or less than the interest rates the Corporation is required to pay with respect to a comparable principal amount of the related indebtedness.

Regularly scheduled payments and, in limited circumstances, settlement amounts under the Swaps are secured under the Master Indenture. The Corporation or any future Member of the Obligated Group may in the future enter into additional Swaps and other financial product and hedge devices that also may be secured under the Master Indenture. See APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—SUMMARY OF FINANCIAL INFORMATION—Interest Rate Swap Arrangements.”

**Investments.** The Corporation has significant holdings in a broad range of investments. Market fluctuations may affect the value of those investments and those fluctuations may be material. For a discussion of the Corporation’s investments, see APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—SUMMARY OF FINANCIAL INFORMATION—Cash and Investments.”

**Contributions.** A negative change in economic conditions, including a recurrence of a recession, or declines in the public equities market or private investment holdings of potential philanthropy sources, may have an adverse impact on the Corporation’s total receipt of charitable contributions. Failure to collect committed donations or to receive sufficient additional pledges of support may impair the Corporation’s ability to complete the Project or to develop programs or services that are dependent on charitable contributions. No assurances can be given that the Corporation will receive charitable contributions as anticipated or consistent with historical levels.

**Other Future Risks.** In the future, the following factors, among others, may adversely affect the operations of health care providers, including the Corporation, or the market value of the Bonds, to an extent that cannot be determined at this time.

(a) Adoption of legislation that would establish a national or statewide single-payor health program or that would establish national, statewide or otherwise regulated rates applicable to hospitals and other health care providers.

(b) Reduced demand for the services of the Corporation or any future Member of the Obligated Group that might result from decreases in population or loss of market share to competitors.

(c) Bankruptcy of an indemnity/commercial insurer, managed care plan or other payor.

(d) Efforts by insurers and governmental agencies to limit the cost of hospital services, to reduce the number of beds and to reduce the utilization of hospital facilities by such means as preventive medicine, improved occupational health and safety and outpatient care, or comparable regulations or attempts by third-party payors to control or restrict the operations of certain health care facilities.

(e) Cost and availability of any insurance, such as professional liability, fire, automobile and general comprehensive liability coverages, which health care facilities of a similar size and type generally carry.

(f) The occurrence of a natural or man-made disaster, a pandemic or an epidemic that could damage the Obligated Group’s facilities, interrupt utility service to the facilities, result in an abnormally high demand for health care services or otherwise impair the Obligated Group’s operations and the generation of revenues from the facilities.

(g) Limitations on the availability of, and increased compensation necessary to secure and retain, nursing, technical and other professional personnel.

## TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority (“Bond Counsel”), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other

matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix D hereto.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on such Bonds which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of such Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Beneficial Owners of the Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner’s basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The Authority and the Corporation have made certain representations and have covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring), or any other matters coming to Bond Counsel’s attention after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

In addition, Bond Counsel has relied, among other things, on the opinion of Ropes & Gray LLP, counsel to the Corporation, regarding the current qualification of the Corporation as an organization described in Section 501(c)(3) of the Code. Such opinion is subject to a number of qualifications and limitations. Bond Counsel has also relied upon representations of the Corporation concerning the Corporation’s “unrelated trade or business” activities as defined in Section 513(a) of the Code. Neither Bond Counsel nor counsel to the Corporation has given any opinion or assurance concerning Section 513(a) of the Code and neither Bond Counsel nor counsel to the Corporation can give or has given any opinion or assurance about the future activities of the Corporation, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the resulting changes in enforcement thereof by the IRS. Failure of the Corporation to be organized and operated in accordance with the IRS’s requirements for the maintenance of its status as an organization described in Section 501(c)(3) of the Code,



or to operate the facilities financed by the Bonds in a manner that is substantially related to the Corporation's charitable purpose under Section 513(a) of the Code, may result in interest payable with respect to the Bonds being included in federal gross income, possibly from the date of the original issuance of the Bonds.

Although Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. For example, the Obama Administration's budget proposals in recent years have proposed legislation that would limit the exclusion from gross income of interest on the Bonds to some extent for high-income individuals. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Bonds for federal income tax purposes. It is not binding on the IRS or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority or the Corporation, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Authority and the Corporation have covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Authority, the Corporation or the Beneficial Owners regarding the tax-exempt status of the Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the Authority, the Corporation and their appointed counsel, including the Beneficial Owners, would have little, if any, right to participate in, the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Authority or the Corporation legitimately disagree, may not be practicable. Any action of the IRS, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Bonds, and may cause the Authority, the Corporation or the Beneficial Owners to incur significant expense.

#### **APPROVAL OF LEGALITY**

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority. A complete copy of the proposed form of Bond Counsel's opinion is set forth as APPENDIX D hereto. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Certain legal matters will be passed upon for the Corporation by its counsel, Ropes & Gray LLP, San Francisco, California, for the Authority by its counsel, the Attorney General of the State of California who undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement, and for the Underwriters by Sidley Austin LLP, San Francisco, California, which also undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement.

## **ABSENCE OF MATERIAL LITIGATION**

### **The Corporation**

There is no controversy or litigation of any nature now pending against the Corporation or, to the knowledge of the officers of the Corporation, threatened, restraining or enjoining the issuance, sale, execution or delivery of the Bonds or in any way contesting or affecting the validity of the Bonds, any proceedings of the Corporation taken concerning the issuance or sale thereof or the execution and delivery of Obligation No. 35, or the pledge or application of any moneys or security provided for the payment of the Bonds.

The Corporation, like similar institutions, is subject to a variety of suits and proceedings arising in the ordinary course of business. For further discussion, see APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—LITIGATION AND REGULATORY MATTERS.”

### **The Authority**

To the knowledge of the officers of the Authority, there is no litigation of any nature now pending (with service of process having been accomplished) or threatened against the Authority restraining or enjoining the issuance, sale, execution or delivery of the Bonds, or in any way contesting or affecting the validity of the Bonds, any proceedings of the Authority taken concerning the issuance or sale thereof, the pledge or application of any moneys or security provided for the payment of the Bonds, or the existence or powers of the Authority relating to the issuance of the Bonds.

## **RATINGS**

Moody’s Investors Service, Inc. (“Moody’s”), Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business, which is a subsidiary of The McGraw-Hill Companies, Inc. (“S&P”) and Fitch Ratings have assigned municipal bond ratings of “Aa3,” “AA-” and “AA” for the Bonds. The ratings reflect the current assessment of each rating agency of the creditworthiness of the Corporation. Such ratings reflect only the view of each organization and any explanation of the significance of such rating may only be obtained from the rating agency furnishing the same. The Corporation has furnished to such rating agencies certain information and materials concerning the Bonds and itself. Generally, rating agencies base their ratings on such information and materials and on investigations, studies and assumptions made by the rating agencies themselves. There is no assurance that any of the ratings mentioned above will remain in effect for any given period of time or that the ratings might not be lowered or withdrawn entirely by the rating agency assigning any such rating, if in its judgment circumstances so warrant. Any downward change in or withdrawal of any rating might have an adverse effect on the market price or marketability of the Bonds.

## **INDEPENDENT ACCOUNTANTS**

The financial statements of the Corporation as of August 31, 2014 and 2013 and for each of the two years then ended, included in APPENDIX B to this Official Statement, have been audited by PricewaterhouseCoopers LLP, independent accountants, as stated in their report appearing in APPENDIX B.

No audited or unaudited financial statements for any period prior to the fiscal year ended August 31, 2013 have been included in this Official Statement. For management’s discussion regarding pre-fiscal year 2010 financial statements, see APPENDIX A – “INFORMATION CONCERNING STANFORD HEALTH CARE—SUMMARY OF FINANCIAL INFORMATION—Management’s Discussion and Analysis of Recent Financial Performance.”

## **UNDERWRITING**

Pursuant to a Bond Purchase Contract (the “Purchase Contract”), Morgan Stanley & Co. LLC, as the Representative of the Underwriters, has agreed to purchase the Bonds at a purchase price of \$105,626,500.00, which amount represents the par amount of the Bonds, plus net original issue premium of \$5,626,500.00. The Corporation has agreed to pay the Underwriters underwriting compensation of \$706,930.29 with respect to the Bonds. The

Purchase Contract for the Bonds provides that the Underwriters will purchase all of the Bonds, if any are purchased, and contains the agreements of the Corporation to indemnify the Underwriters and the Authority against certain liabilities. The Purchase Contract also provides that the Corporation will pay the fees of counsel to the Underwriters.

Morgan Stanley, parent company of Morgan Stanley & Co. LLC, as an Underwriter of the Bonds, has entered into a retail distribution arrangement with its affiliate, Morgan Stanley Smith Barney LLC. As part of the distribution arrangement, Morgan Stanley & Co. LLC may distribute municipal securities to retail investors through the financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley & Co. LLC may compensate Morgan Stanley Smith Barney LLC for its underwriting efforts with respect to the Bonds.

J.P. Morgan Securities LLC (“JPMS”), one of the Underwriters of the Bonds, has entered into negotiated dealer agreements (each, a “Dealer Agreement”) with each of Charles Schwab & Co., Inc. (“CS&Co.”) and LPL Financial LLC (“LPL”) for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that such firm sells.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the Underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the Authority or the Corporation and to persons and entities with relationships with the Authority or the Corporation, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Authority or the Corporation (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Authority or the Corporation. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

## **RELATIONSHIPS AMONG THE PARTIES**

Certain of the parties acting with respect to the offering, sale, issuance and securing of the Bonds (this “Transaction”) act for parties related to the Corporation. Ropes & Gray LLP is acting as counsel to the Corporation in this Transaction. Ropes & Gray LLP also acts as outside counsel for Stanford University and Lucile Salter Packard Children’s Hospital at Stanford (“LPCH”). Orrick, Herrington & Sutcliffe LLP, which is acting as bond counsel to the Authority on this transaction, also acts as bond counsel on LPCH and Stanford University bond issues. PricewaterhouseCoopers LLP is the independent auditors of the financial statements of the Corporation, Stanford University and LPCH. Morgan Stanley & Co. LLC, which is acting as an Underwriter in this Transaction, also acts as an underwriter for LPCH and Stanford University. J.P. Morgan Securities LLC and Goldman, Sachs & Co., which are acting as Underwriters in this Transaction, also act as underwriters for Stanford University.

## **MISCELLANEOUS**

The foregoing and subsequent summaries or descriptions of provisions of the Bonds, the Indenture, the Loan Agreement, the Master Indenture, Supplement No. 35 and the Continuing Disclosure Agreement, and all references to other materials not purporting to be quoted in full, are only brief outlines of some of the provisions thereof and do not purport to summarize or describe all of the provisions thereof. and reference is made to said documents for full and complete statements of their provisions. The appendices attached hereto are a part of this

Official Statement. Copies, in reasonable quantity, of such documents may be obtained during the offering period upon request directed to the Corporation and thereafter upon request directed to the principal corporate trust office of the Trustee.

The information contained in this Official Statement has been compiled or prepared from information obtained from the Corporation and other sources deemed to be reliable and, while not guaranteed as to completeness or accuracy, is believed to be correct as of the date of this Official Statement. The Authority furnished only the information contained under the headings “THE AUTHORITY” and “ABSENCE OF MATERIAL LITIGATION—The Authority” and, except for such information, makes no representation as to the adequacy, completeness or accuracy of this Official Statement or the information contained herein. Any statements involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

This Official Statement has been delivered by the Authority and approved by the Corporation. This Official Statement is not to be construed as a contract or agreement among any of the Authority, the Corporation or the purchasers or holders of any of the Bonds.

CALIFORNIA HEALTH FACILITIES FINANCING  
AUTHORITY

By: /s/ Ronald L. Washington  
Acting Executive Director

APPROVED:

STANFORD HEALTH CARE, a California  
nonprofit public benefit corporation

By: /s/ Daniel J. Morrissette  
Chief Financial Officer



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**APPENDIX A**

**INFORMATION CONCERNING  
STANFORD HEALTH CARE**

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## **BACKGROUND AND ORGANIZATION**

### **Introduction**

Stanford Health Care (the “Corporation” or “SHC”), formerly known as Stanford Hospital and Clinics, is a principal teaching affiliate of the Stanford University School of Medicine (the “School of Medicine”) and provides primary and specialty health services to adults, including cardiac care, cancer treatment, solid organ transplantation services, orthopedics and neurosciences services. The Corporation, together with Lucile Salter Packard Children’s Hospital at Stanford (“LPCCH”), operates the clinical settings through which the School of Medicine educates medical and graduate students, trains residents and clinical fellows, supports faculty and community clinicians and conducts medical and biological sciences research.

The principal clinical facilities of the Corporation are the Stanford Hospital, a tertiary, quaternary and specialty hospital (the “Hospital”), and the primary, specialty and sub-specialty clinics (the “Clinics” and, together with the Hospital, the “Hospital and Clinics”) in which the medical faculty of the School of Medicine provide clinical services. The Hospital and a majority of the Clinics are located on the campus of Stanford University (“Stanford University”) adjacent to the School of Medicine in Palo Alto, California. Other Clinics are located elsewhere on campus and off campus in neighboring communities. During the fiscal year ended August 31, 2014, the Corporation treated more than 62,000 patients in its emergency department, admitted more than 25,000 inpatients and recorded more than 529,000 outpatient visits. From these patient care activities, the Corporation reported total operating revenues of \$3.0 billion and income from operations of \$278 million for the fiscal year ended August 31, 2014. At August 31, 2014, the Corporation’s total assets were \$4.7 billion, total liabilities were \$2.1 billion and net assets were \$2.7 billion.

**The Corporation is solely responsible for the payment of principal of and interest on the California Health Facilities Financing Authority Revenue Bonds (Stanford Health Care), 2015 Series A (the “Bonds”), as described in this Official Statement. Neither Stanford University, LPCCH nor any of their respective affiliates other than the Corporation are obligated to pay debt service on the Bonds. Stanford University, LPCCH and the Corporation are not co-guarantors of the debt of each other, and the Corporation, LPCCH and Stanford University receive separate credit ratings from rating agencies.**

Capitalized terms used and not otherwise defined in this Appendix A have the meanings set forth in the forepart of this Official Statement. Dollar amounts and percentages have been rounded in some cases to simplify the presentation of information in this Appendix A; in management’s view, such amounts are stated materially accurately. More precise dollar amounts are set forth in the audited consolidated financial statements of the Corporation included in Appendix B to this Official Statement.

### **Corporate Organization and Related Entities**

The Corporation is a California nonprofit public benefit corporation. It is exempt from federal income taxation as a charitable organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) and is not a private foundation as defined in Section 509(a) of the Code.

Set forth below is a listing of other entities to which the Corporation is related, or in which it has interests, and a brief description of the nature of those relationships or interests. For additional information, see Note 1 of the audited consolidated financial statement of the Corporation included as Appendix B to the Official Statement. None of the entities listed below is a member of the Obligated Group.

***Stanford University.*** Stanford University, of which the School of Medicine is a part, is a trust with corporate powers, a tax-exempt organization under Section 501(c)(3) of the Code and the sole member of the Corporation. As sole member of the Corporation, Stanford University elects all elected directors of the Corporation and has the power to amend the governing documents of the Corporation and to take certain other significant actions with respect to the Corporation.

***Lucile Salter Packard Children’s Hospital at Stanford.*** LPCH, a California nonprofit public benefit corporation and a tax-exempt organization under Section 501(c)(3) of the Code, is the principal teaching affiliate of the School of Medicine that provides pediatric and obstetric services. LPCH operates a 266-bed pediatric and obstetric hospital and related outpatient clinics on Stanford University’s campus adjacent to the Hospital and in certain neighboring communities. LPCH purchases certain services from the Corporation and shares certain services with the Corporation. See “SERVICES, FACILITIES AND OPERATIONS—Operational Relationships Among the Corporation, Stanford University, LPCH and UHA” herein. Stanford University is also the sole member of LPCH.

***University HealthCare Alliance (“UHA”).*** UHA is a California nonprofit public benefit corporation and a tax-exempt organization under Section 501(c)(3) of the Code that owns and operates multi-specialty clinics in support of the charitable, education and research purposes of the Corporation and the School of Medicine as a medical foundation. The Corporation and Stanford University are the corporate members of UHA. For further information about UHA, see “SERVICES, FACILITIES AND OPERATIONS—Operational Relationships Among the Corporation, Stanford University, LPCH and UHA” and “—Community Physician Network” herein.

***The Hospital Committee for the Livermore-Pleasanton Areas, doing business as ValleyCare Health System (“ValleyCare”).*** ValleyCare, a California nonprofit public benefit corporation and a tax-exempt organization under Section 501(c)(3) of the Code, operates a 167-bed acute care hospital in Pleasanton and 75-bed acute care hospital in Livermore. ValleyCare provides health care services to the Tri-Valley region east of San Francisco, including the communities of Livermore, Pleasanton, Dublin and San Ramon. Effective May 18, 2015, the Corporation became the sole member of ValleyCare. The results of the operations and other financial and operating information about ValleyCare are not combined with those of the Corporation presented in this Appendix A or included in Appendix B. It is expected that such information will be presented on a consolidated basis beginning with the Corporation’s fiscal year ending August 31, 2015. See “SERVICES, FACILITIES AND OPERATIONS—Market Strategy” herein.

***SUMIT Holding International, LLC (“SHI”).*** SHI is a limited liability company organized and licensed under the laws and jurisdiction of Delaware. The sole members of SHI are the Corporation and LPCH, which hold ownership interests of 80% and 20%, respectively.



SHI is the sole owner of SUMIT Insurance Company Ltd. (“SUMIT”) (described below) and Stanford University Medical Network Risk Authority, LLC (“SRA”), which provides risk management services to SHI, the owners of SHI and other affiliated and unaffiliated parties.

***SUMIT.*** SUMIT, a company organized and licensed under the laws and jurisdiction of Bermuda, provides claims-made liability coverage to the Corporation and LPCH for Health Care Professional, Comprehensive General, Miscellaneous Errors/Omissions and Employment Practices liability. See “PROFESSIONAL LIABILITY AND OTHER INSURANCE” herein for additional information. The governing body of SUMIT consists of eight voting directors of whom three are appointed by the Corporation, two by LPCH and the remainder by the appointees of the Corporation and LPCH.

***Professional Exchange Assurance Company (“PEAC”).*** PEAC, a reciprocal risk retention group domiciled in Hawaii, provides insurance coverage to UHA and Packard Children’s Health Alliance, a California nonprofit corporation that operates as a medical foundation in support of LPCH, and their respective affiliated parties.

***Stanford PET-CT, LLC (“PET-CT”).*** PET-CT, a California limited liability company, provides radiological services, including positron emission tomography and computerized axial tomography scan services. The Corporation and Stanford University each appoint half of the members of the governing board of PET-CT and are its members.

***Stanford Emanuel Radiation Oncology Center (“SEROC”).*** Prior to July 31, 2014, SEROC was a joint venture between the Corporation and Emanuel Medical Center (“EMC”), a California nonprofit public benefit corporation operating an acute care hospital in Turlock, California. As of July 31, 2014, EMC transferred its membership interest in SEROC to Doctors Medical Center of Modesto, Inc. (“DMC”), a California corporation. SEROC operates an outpatient clinic that provides radiation oncology services to patients in Turlock, California and surrounding communities. The Corporation’s and DMC’s membership interests in SEROC are 60% and 40%, respectively.

***University HealthCare Advantage (“UHCA”).*** UHCA, a California nonprofit public benefit corporation, provides comprehensive health care coverage options to elderly and disabled individuals living in Santa Clara County. As a Medicare Advantage plan, UHCA promotes the health of the community by providing Medicare-eligible individuals with a broad range of health services. UHCA operates as an integral part of the broader charitable mission of the Corporation, its sole corporate member.

***CareCounsel, LLC (“CareCounsel”).*** CareCounsel, a California limited liability company, was acquired by the Corporation in 2012. CareCounsel provides employer-sponsored consumer education, advocacy and access to expert health care resources and information to for-profit, nonprofit and governmental employers across the United States.

## **Corporate Partners Program**

In 2011, the Corporation launched its Corporate Partners Program and recruited six leading Silicon Valley technology companies to join in providing philanthropic support for development of the Corporation’s facilities replacement project. Apple, eBay, HP, Intel, Intuit

and Oracle are founding members of the Corporate Partners Program. Currently, there are 10 partners. Their contributions are projected to provide as much as \$250 million over the next 10 years to help build the replacement facilities and create a global model for patient-centered, technologically advanced health care. See “SERVICES, REPLACEMENT FACILITIES AND OPERATIONS—The Project, SHC’s Long-Range Master Plan and Additional Capital Needs” herein.

## Governance

**Board of Directors.** Pursuant to the bylaws of the Corporation, the Board of Directors (the “Board”) is comprised of six *ex officio* directors and between seven and twenty-four elected directors as determined by Stanford University. Currently, the Board consists of six *ex officio* directors and twenty-one directors elected by the Board of Trustees of Stanford University. Each director has one vote. Elected directors, except for the community physician director, who serves for a one-year term, may serve for three-year terms commencing on the appointment effective date or on such other date as specified by Stanford University. Each elected director may serve up to three consecutive terms. A director who has served three consecutive terms is ineligible for reelection for one year thereafter; however, the term of a director who is the chair of the Board may be extended for one additional year (for a maximum of 10 years) if needed for optimal Board operation. The Board has three classes of directors that are equally sized to the extent possible, and holds staggered elections such that the terms of the directors in only one class expire each year. The current elected and *ex officio* directors, the year of each director’s commencement of service on the Board, the year of expiration of each director’s current term and each director’s occupation are as follows:

Name	Service Commenced	Year of Expiration of Current Term	Occupation
Mariann Byerwalter	2015	2017	Chairman of an advisory group
Bret Comolli	2012	2017	Chairman of consumer technology protection services company
Mary Cranston, <i>ex officio</i>	2012	N/A	Chair, LPCH Board of Directors
Christopher Dawes, <i>ex officio</i>	2000	N/A	President and CEO, LPCH
Chandler Evans	2014	2016	Community volunteer
Kaye Foster-Cheek	2014	2017	Independent consultant
John Freidenrich	2007	2015	Founder of a venture capital firm
John Goldman	2012	2017	Civic volunteer and President of an arts organization
Lori Goler	2013	2016	Executive of a social media company
John Gunn, Vice Chair	2011	2017	Senior executive of an investment firm
Fred Harman	2012	2015	Managing director of a venture capital firm
Joel Hyatt	2010	2015	Co-founder of a cable television channel
Ron Johnson, Vice Chair	2008	2017	Former senior executive for a large public corporation
Charles Koob	2010	2016	Retired attorney
Chien Lee	2013	2015	Private investor
John Levin, Chair	2009	2017	Attorney
Linda Meier	2012	2015	Community volunteer
Lloyd Minor, M.D., <i>ex officio</i>	2013	N/A	Dean, Stanford University School of Medicine
John Morgridge	2008	2016	Chairman Emeritus of the board of a large publicly traded corporation
Margaret Raffin	2014	2016	President of a non-profit foundation
Christopher Redlich	2009	2015	Former Chairman and owner of a contract stevedore and terminal operating company
Kathryn Renschler, M.D.	2014	2015	Community physician
Norman Rizk, M.D., <i>ex officio</i>	2001	N/A	Senior Associate Dean for Clinical Affairs, Stanford University School of Medicine
Amir Dan Rubin, <i>ex officio</i>	2011	N/A	President and CEO, the Corporation
John Scully	2012	2017	Founder and managing director of a private investment company
Mark Welton, M.D., <i>ex officio</i>	2014	N/A	Chief of Medical Staff
William Younger	2007	2015	Managing director of a venture capital firm

**Board Committees.** The bylaws of the Corporation provide for an Audit and Compliance Committee (auditor control, supervision and selection) and Quality and Service Committee (service quality and patient safety) and permit the Board to create other committees as it deems necessary for the effective governance of the Corporation. Pursuant to this power, the Board has created the following committees: Compensation, Credentials, Policies and Procedures, Development, Facilities, Finance, Information Technology, Investment, and Nominations and Governance. In addition, from time to time, the Board may create one or more *ad hoc* committees to deal with matters that the Board may delegate to such committees.

## **Management**

The bylaws of the Corporation provide for the positions of President (Chief Executive Officer), Chief Financial Officer and Chief Operating Officer. The Board is authorized to appoint the President, in consultation with the President of Stanford University, from among candidates nominated by the President of Stanford University. The President of the Corporation is authorized to appoint the Chief Financial Officer and Chief Operating Officer and is also permitted to appoint and prescribe the duties of such additional officers as the President deems appropriate. Biographical information on the current executive management group is set forth below.

**Amir Dan Rubin, President and Chief Executive Officer.** Amir Rubin was appointed President and Chief Executive Officer of the Corporation effective January, 2011. Prior to his appointment as President and Chief Executive Officer of the Corporation, Mr. Rubin served as the Chief Operating Officer at the 832-bed UCLA Health System in Los Angeles, California from October 2005 until January 2011. In that role, Mr. Rubin was responsible for the operations of the Ronald Reagan UCLA Medical Center, Mattel Children's Hospital, Resnick Neuropsychiatric Hospital, Santa Monica-UCLA Medical Center and Orthopedic Hospital and outpatient centers located in the west side of Los Angeles. Before joining UCLA Health System, Mr. Rubin was Chief Operating Officer of Stony Brook University Hospital, a 504-bed, comprehensive academic medical center on Long Island, New York. Before joining Stony Brook, Mr. Rubin served as Assistant Vice President of Operations for Memorial Hermann Hospital in Houston, Texas, an 818-bed, level-1 trauma center, which serves as the primary teaching hospital for University of Texas-Houston Medical School. He holds a M.H.S.A. in Health Care Administration and a M.B.A. from the University of Michigan and a B.A. in Economics with a minor in Business Administration from the University of California, Berkeley.

**James Hereford, Chief Operating Officer.** James Hereford joined the Corporation in January 2013. Prior to joining the Corporation, he served as Chief Operating Officer of the Palo Alto Medical Foundation and formerly served as Executive Vice President for all clinical operations for Group Health Cooperative, an integrated medical group practice of approximately 1,000 clinicians in Seattle, Washington. Mr. Hereford earned his M.S. and B.S. in Mathematics from Montana State University. Additionally, he has served as a faculty member at the University of Washington, The Ohio State University, and the Institute for Healthcare Improvement.

**Daniel J. Morissette, Chief Financial Officer.** Daniel Morissette became the Chief Financial Officer of the Corporation in August 2007. Prior to joining the Corporation, Mr. Morissette served for four years as Senior Vice President, Finance and Strategy at the

University of Toledo Medical Center and the University of Toledo, upon the merger of the health system with the University. For the previous 11 years, Mr. Morissette served in various senior management roles, including as Senior Vice President and Chief Financial Officer, for the Herman M. Finch University of Health Sciences/The Chicago Medical School. Mr. Morissette is a Certified Public Accountant and holds a B.S. in Commerce, Concentration in Accountancy, from DePaul University, and an M.B.A. in Finance and Policy Studies from the University of Chicago, Graduate School of Business.

***Pravene Nath, Chief Information Officer.*** Pravene Nath joined the Corporation in September 2008 and has previously served as the Corporation’s Interim Chief Information Officer, Associate Chief Information Officer and Chief Medical Information Officer. He received his B.S.E. in biomedical engineering from Duke University and his M.D. and M.S.E. in biomedical engineering from The University of Michigan. He completed his residency in emergency medicine at NYU Langone Medical Center.

***Nancy J. Lee, Chief Nursing Officer, Vice President Patient Care Services.*** Nancy Lee joined the Corporation in 2002 as Vice President, Clinical Services, and became the Chief Nursing Officer in April 2009. Prior to joining the Corporation, Ms. Lee worked at Daniel Freeman Hospitals, Inc. in Inglewood, California, and was formerly Chief Operating Officer and Chief Nursing Officer of Tenet Health Systems. Ms. Lee has a M.S. in Nursing Administration and a B.S. in Nursing from California State University, Dominguez Hills, Carson, California.

***Jenni Vargas, Chief Strategy Officer.*** Jenni Vargas joined the Corporation in 2007 as Vice President, Business Development, and, in January 2008, Strategic Planning was added to her responsibilities. Prior to joining the Corporation, Ms. Vargas worked at HealthNet of California, most recently as its Healthcare Delivery Officer. Ms. Vargas was formerly the Group Vice President for MedPartners Northern California Region and Vice President and General Manager for Cigna Northern California. Ms. Vargas has a B.A. in Human Biology from Stanford University and a M.B.A. from the University of California-Los Angeles.

## **SERVICES, FACILITIES AND OPERATIONS**

The Corporation operates the Hospital and Clinics both on the campus of Stanford University and in nearby communities. In 2014, U.S. News and World Report ranked the Hospital and Clinics as one of the nation’s top twenty-five medical centers in cancer treatment, orthopedics, cardiology and heart surgery and other specialties.

### **Principal Patient Services**

The Corporation provides comprehensive primary and secondary care to residents of the San Francisco Bay Area. In addition, the Corporation provides highly specialized referral services to patients residing in northern California and the surrounding regions. See “SERVICES, FACILITIES AND OPERATIONS—Service Area” herein.

Since 2001, the Corporation has concentrated its planning, development and marketing on five Strategic Clinical Services (the “Strategic Clinical Services”): Cardiac Care, Cancer Treatment, Solid Organ Transplantation (Abdominal), Orthopedics and Neurosciences. Historically, these services have been strengths of both the Hospital and Clinics and the School

of Medicine. Such services are intensively focused on research and innovation, both strengths of the Corporation in management's view, and many procedures in these services lines are eligible for higher than average payments from third-party payors. Management planning, development and marketing efforts are directed toward sustaining the Hospital and Clinics as a leading center in the United States in each of these Strategic Clinical Services. Brief descriptions of the five Strategic Clinical Services follow. For additional information on utilization of the Strategic Clinical Services for the three years ended August 31, 2014 and the six months ended February 28, 2015 and February 28, 2014, see "Utilization" herein.

***Cardiac Care.*** The Hospital and Clinics are a referral center for the medical and surgical treatment of end-stage heart failure and aortic disease. Treatments available at the Hospital and Clinics include heart, heart/lung and lung transplants, aortic surgery, revascularization, implantation of mechanical pumps to replace heart muscle function as a temporary bridge to transplant and as a permanent therapy, stent placement, catheter ablation, internal cardioverter defibrillators and other electrophysiology treatments for heart rhythm problems, minimally invasive heart surgery and cardiac imaging. Breakthrough therapies, including new interventional devices to treat coronary artery disease and heart failure and to prolong the quality of heart muscle function, have also been developed as a part of this Strategic Clinical Service.

***Cancer Treatment.*** The Corporation offers a multidisciplinary approach to the diagnosis and treatment of cancer, which brings together practitioners from a number of specialties, including medical and surgical specialties, radiation oncology, radiology and pathology. Specialty services include the treatment of cancers of the breast, gastrointestinal tract, head and neck, lung, and genitourinary tract, and gynecologic cancers, sarcoma and melanoma, as well as leukemia, lymphoma, and multiple myeloma. The bone marrow transplant program, specializing in the treatment of leukemia, Hodgkin's disease and lymphomas, is a significant part of the cancer treatment program. Many cancer treatments, particularly chemotherapy, are now performed in the Hospital's ambulatory infusion treatment area, which is open 365 days a year. Treatment of brain cancer is also provided and is described below under "Neurosciences." The cancer clinical trials office oversees more than 250 active cancer-related clinical trials providing patients access to experimental treatments.

In July 2015, the Corporation is scheduled to begin serving patients in the Stanford South Bay Cancer Center, a new outpatient cancer center located in San Jose. The Stanford South Bay Cancer Center is expected to expand patient access to the latest advances in cancer care, including access to clinical trials, and treatments in complementary practices. See "SUMMARY OF FINANCIAL INFORMATION—Management's Discussion and Analysis of Recent Financial Performance" herein.

***Solid Organ Transplantation (Abdominal).*** Services provided include kidney, simultaneous kidney/pancreas, pancreas, liver and intestinal transplantation. Such surgical transplantation services are in addition to heart, heart/lung and lung transplant services described above under "Cardiac Care." All transplant programs utilize multi-disciplinary teams comprised of experts in transplant surgery, immunology and infectious disease. Patients benefit from research protocols and receive care and education from specialty-trained bedside nurses, transplant coordinators, social workers and rehabilitation personnel.



***Orthopedics.*** Services provided include total joint replacements, sports medicine, hand and upper extremities, foot and ankle, spine, trauma, tumor, and physiatry. The adult reconstructive team, also known as the total joint replacement team, develops and implements the protocols for recovery and return to productivity. The team also provides the latest in spine surgery to enable high degrees of mobility for patients who are otherwise immobilized through injury or pain and works closely with the multi-disciplinary teams of rehabilitation services and pain management experts to serve the patient from pre-surgery through post-surgical recovery.

The Outpatient Center, which opened in February 2009, supports continued growth and expansion in the scope of the Corporation's orthopedic services and gives the Corporation an opportunity to develop and implement additional innovations in orthopedic care.

***Neurosciences.*** Development of treatments for diseases of the brain is emphasized at the Hospital and Clinics. Neurosurgeons, neurologists, radiologists and other specialists collaborate at the Hospital to design and develop these treatments. Brain tumor patients have access to chemotherapy, biologic agent therapy and gene therapy, as well as radiation therapy, including CyberKnife (developed by School of Medicine faculty at the Hospital) for deep-seated brain tumors and brain metastases. An extensive cerebro-vascular surgery program, including neuro-interventional radiology, treats patients with aneurysms, complex vascular malformations, and stroke. The Corporation also offers medical and neurosurgical treatments for intractable epilepsy, aggressive acute treatment of stroke, movement disorders such as Parkinson's disease, spine care, pain management, multiple sclerosis, amyotrophic lateral sclerosis and other neuromuscular disorders.

***Other Clinical Services.*** The Corporation is, in the view of management, a recognized leader in providing a number of other services, including primary care and internal medicine, treatment of asthma, treatment of blood disorders, management of critical care patients, dermatologic care for complex skin disorders and vascular malformations, diagnostic radiology, endocrinology, endocrine surgery, gastrointestinal medicine and surgery, genetics, care for hearing disorders and cochlear implants, treatment of hepatobiliary disease, HIV care, treatment of immunological disorders, treatment of female and male infertility, laboratory medicine and pathology, laparoscopic surgery, major joint replacements, maxillo/craniofacial surgery, nephrology, ophthalmology, pain management, psychiatry, interventional and neurointerventional radiology, rehabilitation, rheumatology and treatment of bone malformation and disease, plastic surgery, pulmonary medicine and treatment for sleep disorders, surgery for scoliosis and other spinal disorders, sports medicine, urology, vascular medicine and surgery and women's health.

## **The Project, SHC's Long-Range Master Plan and Additional Capital Needs**

***The Project.*** The proceeds of the Bonds will be used, along with the proceeds of the California Health Facilities Financing Authority Variable Rate Revenue Bonds (Stanford Health Care), 2015 Series B Bonds (the "Variable Rate Bonds"), if issued, to fund a portion of the costs of the most substantial renovation of the facilities of the Corporation (the "Project") since the Hospital's major components were constructed in 1959. The Project, which will create the "New Stanford Hospital," is a core element of a multi-year master plan for the facilities of the Corporation, the School of Medicine and LPCH. The goal of the New Stanford Hospital, endorsed by the Corporation's Board and embodied in the facilities design, is to create a place of



healing that supports patient care, practitioner and staff productivity and environmental sustainability.

The New Stanford Hospital is designed to create physical connections that foster inter-connectivity among the facility components, both expressing and enabling the translational medicine activities of the Corporation, the School of Medicine and LPCH. Using modular units that can be converted to new uses over time, the New Stanford Hospital is designed to allow rapid adaptation of the facilities to technological innovations. Roof gardens, access to natural light and views of the Santa Cruz mountains and the Stanford University campus from patient rooms extend the Corporation's tradition of integrating campus facilities with the landscape to the interior surgical, procedural and patient rooms. The New Stanford Hospital has also been designed to support growth of the Strategic Clinical Services and other tertiary services and to meet the standards of the Seismic Safety Act (defined below). Construction of the Project began in 2012 and is scheduled to be completed in 2017, with transition to the New Stanford Hospital scheduled to occur during 2018. Upon completion of the Project, the Hospital, including both the New Stanford Hospital and the renovated portions of the existing Hospital, will include approximately 600 patient beds.

***The Master Plan.*** The New Stanford Hospital is the first and primary phase of the Corporation's master plan for facilities replacement and renewal (the "Master Plan"). The Master Plan is anticipated to be completed in multiple phases under a thirty-year development agreement among the City of Palo Alto, the Corporation, LPCH, and Stanford University that governs the local entitlements. As part of the Master Plan, the Corporation will replace, expand and renovate major portions of its existing facilities with construction of approximately 1.1 million square feet of inpatient facilities, including new surgical operating, diagnostic and treatment suites, a new emergency department and associated nursing and support space, and approximately 429,000 square feet of clinics, medical offices, and administrative offices. These facilities will replace approximately 700,000 square feet of existing facilities, resulting in a net increase of approximately 824,000 square feet of facilities. Construction activities have been planned to permit inpatient and outpatient services to continue during each phase of the Master Plan.

***Sources of Funding.*** Management currently estimates the cost of the Project to be approximately \$2.0 billion, of which approximately \$671 million has been spent as of February 28, 2015. Funding sources for the Project include cash flows from operations, investment income, debt (currently estimated at approximately \$675 million, which includes proceeds of the Bonds and the Variable Rate Bonds, if issued) and philanthropy. Management currently estimates total expenditures on capital improvements related to the Master Plan and other capital improvements, including remaining Project expenditures, to be approximately \$1.8 billion over the next three fiscal years. Capital plan expenditures remain subject to the review and approval of the Board in light of the priorities, debt capacity and resources of the Corporation, and accordingly are subject to material change.

***Seismic Safety Act Compliance and Status of Approvals.*** California's Hospital Seismic Safety Act (the "Seismic Safety Act") requires licensed acute care functions to be conducted only in facilities that meet specified seismic safety standards. Facilities classified by the State of California as non-compliant must be retrofitted, replaced or removed from acute care service by applicable deadlines, subject to extension if approved by the California Office of Statewide

Health Planning and Development (“OSHPD”). OSHPD has classified a substantial portion of the Hospital as compliant with seismic safety structural standards until 2030 and beyond. Certain patient care activities are located in facilities that are structurally compliant until 2030. However, these facilities have utility and other connections to facilities that are only compliant until 2020 under prescribed circumstances. Additionally, certain non-inpatient buildings are only compliant until 2020. The Corporation received an OSHPD-approved extension through July 1, 2019 and management expects such non-inpatient facilities to be in compliance by such date.

In June 2011, the Palo Alto City Council certified the Final Environmental Impact Report, land use changes, permits and a Development Agreement with the Corporation, LPCH and Stanford University. In July 2011, the Palo Alto City Council provided final approval for the Master Plan at the second reading of the Development Agreement.

### **The School of Medicine**

The School of Medicine was established in 1908 as a part of Stanford University and today is one of the preeminent schools of medicine in the United States. In 2014, U.S. News and World Report ranked the School of Medicine second nationally among research-oriented medical schools based upon peer assessment surveys. The School of Medicine offers an M.D. program, M.A. and Ph.D. programs in various areas of biosciences, intern and residency programs at the Hospital and Clinics and LPCH, and a Medical Scientist Program in which students earn both an M.D. and Ph.D.

The mission statement of the School of Medicine is in part “...to be a premier research-intensive medical school that improves health through leadership and a collaborative approach to discovery and innovation in patient care, education and research...” A specific strategic goal of the School of Medicine is to be a leader in the clinical application of knowledge acquired and scientific innovations achieved through research at the School of Medicine. The Hospital and Clinics provide the settings where these clinical applications are delivered to adult patients.

***Joint Strategic Initiatives.*** The School of Medicine and the Corporation collaborate on strategies addressing areas of clinical excellence, patient satisfaction and business operations, and on a variety of initiatives in translational medicine.

Collaborations between the School of Medicine and the Corporation include:

- A Council of Clinical Chairs, co-chaired by the Senior Associate Dean for Clinical Affairs of the School of Medicine and the Corporation’s Chief Executive Officer. The Council includes the chairs of the 17 departments of the School of Medicine as well as key officers of the Corporation.
- Joint planning involving the School of Medicine, other components of Stanford University and the Corporation to integrate the clinical services, business needs and information technology priorities.
- Coordination of development and philanthropy for the mutual benefit of the two institutions.

- Collaboration in protecting the privacy and security of patient health information.
- Clinical Services and outreach clinics with select community hospitals.
- Collaboration regarding health care reform and medical center strategy.

The School of Medicine has undertaken to improve the position of the Hospital and Clinics in the Strategic Clinical Services and other tertiary and quaternary services. The School of Medicine has created four institutes that align research, education and clinical efforts, including the Stanford Institute for Stem Cell Biology and Regenerative Medicine, the Stanford Cardiovascular Institute, the Neuroscience Institute at Stanford, and the Immunology, Transplantation and Infection Institute.

### **Operational Relationships Among the Corporation, Stanford University, LPCH and UHA**

***Purchased Services from the School of Medicine.*** Services provided at the Hospitals and Clinics by the School of Medicine include emergency room physician coverage, medical direction and professional clinical services, which are delivered pursuant to a Professional Services Agreement (“PSA”) between the Corporation and the School of Medicine. The expenses for these services are included in purchased services in the consolidated statements of operations and changes in net assets and were \$407 million for the year ended August 31, 2014.

The compensation methodology in the PSA is based on productivity and degree of complexity of the clinical procedures performed. Under the PSA, the payment to the School of Medicine is calculated using the volume of clinical work relative value units. As the School of Medicine achieves the strategic goal of seeing more patients, it is expected that the payment to the School of Medicine for services will increase.

***Other Transactions with Stanford University.*** Services provided to the Corporation by Stanford University include telecommunications, transportation, utilities, blood products, and certain administrative services, which include legal and internal audit. The Corporation’s cost of such services for the fiscal year ended August 31, 2014 was \$114.4 million and is reflected in various expense categories in the consolidated statement of operations and changes in net assets.

The Corporation also received payment for services provided to Stanford University, including primarily building maintenance, housekeeping, and security. Costs incurred by the Corporation in providing these services are reflected in the respective categories in the consolidated statements of operations and changes in net assets. Reimbursement from Stanford University totaled \$30.2 million for the fiscal year ended August 31, 2014, and is reflected in the consolidated statements of operations and changes in net assets as expense recoveries.

The Corporation received certain grant monies for clinical trials from Stanford University that totaled \$4.7 million for the fiscal year ended August 31, 2014 and are reflected in the consolidated statements of operations and changes in net assets as net patient service revenue and recoveries. For the fiscal year ended August 31, 2014, the Corporation transferred \$54.3 million to Stanford University to support the academic mission of the School of Medicine and its initiatives, and to generally support the academic community and physical plant of Stanford University. The Corporation’s transfers to Stanford University are reflected in the consolidated statements of operations and changes in net assets as transfers to Stanford University.

***Transactions with LPCH.*** The Corporation and LPCH share certain departments, including facilities design and construction, materials management, managed care contracting, compliance and general services. The costs for these shared services are allocated between the Corporation and LPCH based on negotiated rates. For the fiscal year ended August 31, 2014, the total cost of shared services departments was approximately \$291.7 million, of which \$25.4 million was reimbursed by LPCH. The reimbursement from LPCH is reflected in the consolidated statements of operations and changes in net assets as expense recoveries.

The Corporation also provides various services to LPCH, including operating room facilities and services, cardiac catheterization, interventional radiology, radiation oncology and laboratory services. The Corporation charges LPCH for the services and products purchased by LPCH based on either (i) a percentage of charges intended to approximate actual cost or (ii) on the basis of actual cost per procedure. Reimbursement from LPCH for purchased services provided by the Corporation totaled \$43.7 million for the year ended August 31, 2014 and is reflected in the consolidated statements of operations and changes in net assets as net patient service revenue.

Other services provided by the Corporation to LPCH include services provided by interns and residents, billings and collections, building maintenance and utilities. Reimbursement of these services totaled \$25.0 million for the year ended August 31, 2014, and is reflected in the consolidated statements of operations and changes in net assets as expense recoveries.

***Transactions with UHA.*** The Corporation has agreed to sponsor UHA's operating divisions comprised of multi-specialty clinics operated by UHA in 29 locations in San Mateo, Santa Clara and Alameda counties, and in connection with such sponsorship the Corporation has agreed to fund UHA's general overhead costs and to supplement the operating division's revenues if necessary to fund its operating and capital costs. In fiscal year 2014, the Corporation provided \$33.7 million to UHA in funding for operations and capital. Management of the Corporation estimates that transfers of such sponsorship amounts will not be material to the financial condition of the Corporation. See "SERVICES, FACILITIES AND OPERATIONS—Community Physician Network" below.

***Additional Information Concerning Related Party Transactions.*** For additional information concerning related party transactions, see Note 14 of the audited consolidated financial statements of the Corporation included in Appendix B to this Official Statement.

## Bed Complement

As of August 31, 2014, the licensed and operational bed complement of the Corporation was allocated among the following services:

**TABLE 1**

**Bed Complement by Service  
as of August 31, 2014**

<u>Service</u>	<u>Number of Beds</u>	
	<u>Licensed</u>	<u>Operational</u>
Medical/Surgical	491	378
Intensive Care	67	58
Rehabilitation	17	0 <sup>(1)</sup>
Coronary Care	8	8
Psychiatric	30	30
Totals	<u>613</u>	<u>474</u>

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<sup>(1)</sup> Between August 31, 2008 and May 2009, the Corporation ceased operation of its rehabilitation service, including the 17 rehabilitation beds, to add 27 additional medical/surgical beds.

Source: Corporation Records.

## Description of Admitting Medical Staff

As of August 31, 2014, the admitting medical staff of the Corporation was comprised of 2,220 physicians. Each member of the admitting medical staff is assigned to one of the medical staff departments and is granted hospital privileges to treat patients in accordance with his/her experience, training and professional capabilities. Approximately 70% of the total medical staff (1,556 members of the admitting staff) are full-time members of the faculty of the School of Medicine and approximately 26% of the total medical staff (573 members of the admitting medical staff) are community physicians. Approximately 79% of the Corporation's admitting medical staff members are board certified in their respective specialties. The following table shows members of the admitting medical staff by specialty, average age and board certification.

**TABLE 2**  
**Medical Staff Composition**  
**as of August 31, 2014**

Specialty	Number of Staff	Average Age	Number of Staff Who are Board Certified	Percentage of Staff Who are Board Certified
Anesthesia	236	45	161	68.2%
Cardiothoracic Surgery	26	51	21	80.8%
Dermatology	48	45	44	91.7%
Medicine	573	48	500	87.3%
Neurology	78	48	71	91.0%
Neurosurgery	41	46	20	48.8%
Obstetrics & Gynecology	114	48	88	77.2%
Ophthalmology	57	53	53	93.0%
Orthopedic Surgery	88	46	59	67.0%
Otolaryngology/Head&Neck	73	47	53	72.6%
Pathology	61	49	51	83.6%
Pediatrics	201	47	179	89.1%
Psychiatry	212	51	130	61.3%
Radiation Oncology	19	48	17	89.5%
Radiology	163	46	122	74.8%
Surgery	207	47	160	77.3%
Urology	23	51	20	87.0%
Totals	2,220		1,749	
Average Age/Percentage		48		78.8 %

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Source: Corporation Records.



The following table shows the number of admitting medical staff physicians in each indicated age group, the percentage of the total admitting medical staff for each age group and the percentage of admissions for each age group for the fiscal year ended August 31, 2014.

**TABLE 3**

**Admissions by Physician Age Group  
For the Fiscal Year Ended August 31, 2014**

<b>Age Group</b>	<b>Number of Physicians in Age Group</b>	<b>Percent of Physicians in Age Group</b>	<b>Percent of Total Admissions</b>
< 34	271	12	10.1
35-44	793	36	39.0
45-54	518	23	29.8
55-64	398	18	16.8
65+	240	11	4.3
Totals	2,220	100%	100.0%

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Source: Corporation Records.

The following table shows the top ten admitters based on patient admissions and listed by specialty for the fiscal year ended August 31, 2014.

**TABLE 4**

**Top Ten Admitting Physicians Based on Patient Volume For the Fiscal Year Ended August 31, 2014**

<u>Rank</u>	<u>Physician Specialty</u>	<u>Admissions</u>	<u>Age</u>
1.	Orthopedic Surgery	380	63
2.	Neurosurgery	334	62
3.	Orthopedic Surgery	277	62
4.	General Surgery	265	67
5.	General Medical Disciplines	275	36
6.	General Medical Disciplines	321	35
7.	General Medical Disciplines	279	30
8.	General Medical Disciplines	341	32
9.	General Surgery	326	42
10.	General Medical Disciplines	305	31
	Total Admissions	<u>3,103</u>	
	Average Age		46

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Source: Corporation Records.

**Service Area**

The Corporation has classified its service area into the four geographical markets identified below. San Mateo and Santa Clara counties comprise the Local Market for the Corporation. This two-county area historically has been the predominant source of inpatient volume for the Hospital and Clinics, accounting for approximately 55% of inpatient volume. In the Regional, California and National/International Markets, the Corporation provides primarily tertiary and quaternary care. The composition of these markets is described below:

**Local Market**—San Mateo and Santa Clara counties

**Regional Markets**

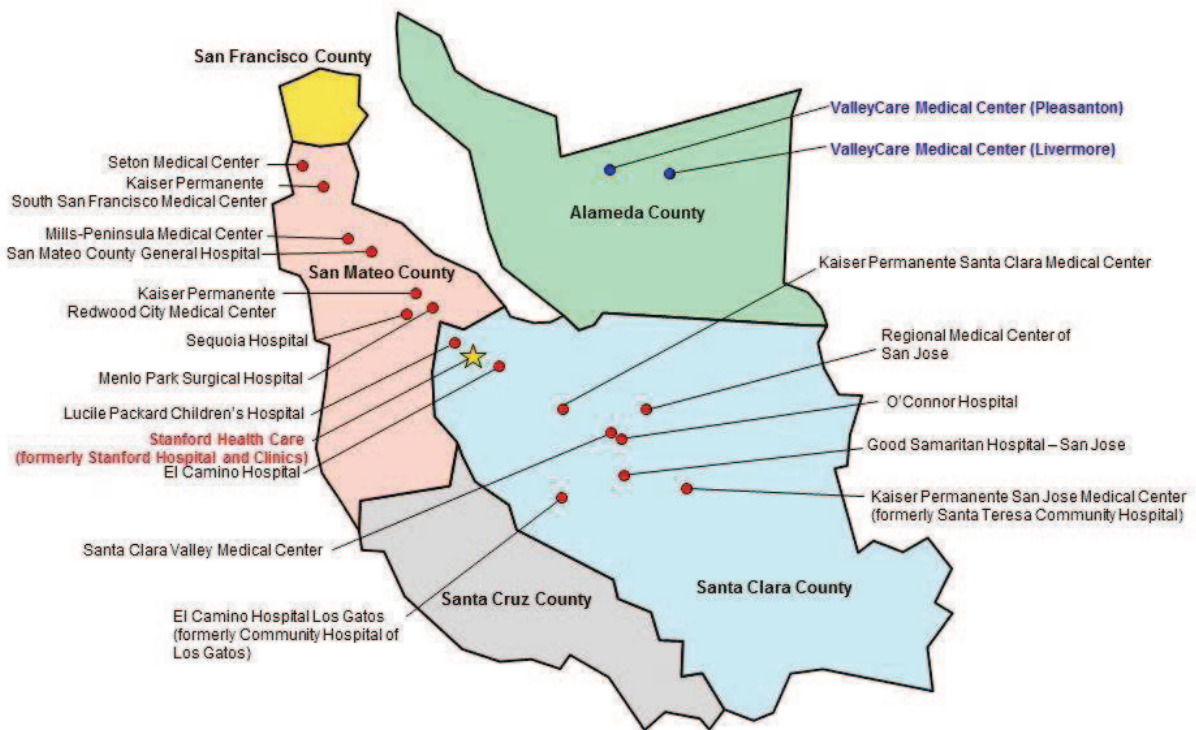
- East Bay—Alameda, Contra Costa, and Solano counties
- Central Coast—Monterey, San Benito, San Luis Obispo, Santa Cruz counties
- Central Valley—Madera, Fresno, Kings, Merced, Sacramento, San Joaquin, Stanislaus and Tulare counties
- North Bay—Sonoma, Marin, Napa and San Francisco counties

**California Market**—Counties north and south of the Regional Markets

**National and International Markets**—Nevada and the Pacific Northwest are the predominant sources of national cases; Asia Pacific countries are the predominant sources of international cases

**Service Area Map**

Below is a map of the general service area of the Corporation that includes the Local Market area and a portion of the Regional Market area.



The table below provides the following information by geographic region: (1) contribution to the Corporation's outpatient volume and a break-down of outpatient charges; (2) actual and projected population and projected population change; and (3) median age and average household income.

**TABLE 5**

**Clinics Outpatient Volume and Revenues and  
Certain Demographic Information**

Local and Regional Markets	Fiscal Year ended August 31, 2014		Calendar Year				
	Percent of Outpatient Volume	Percent of Charges	Actual Population 2014	Projected Population 2019	Projected Percent Population Change 2014 - 2019	Median Age 2014	Average Household Income 2014
Local Market	60.5%	59.8%	2,623,972	2,777,790	5.9%	39	\$124,376
Regional Market:							
East Bay	11.5	11.7	3,098,883	3,258,236	5.1	39	100,314
Central Coast	6.8	6.6	1,042,977	1,091,077	4.6	40	80,602
Central Valley	7.5	8.1	4,702,596	4,907,914	4.4	34	61,874
North Bay	4.5	4.9	1,736,001	1,812,559	4.4	44	100,114
Outside Local and Regional Markets	9.2	8.9	-	-	-	-	-
Totals	<u>100.0%</u>	<u>100.0%</u>					

Source: Truven Analytics and Corporation Records.

The following table provides the discharge data for calendar years 2011, 2012 and 2013 (the most recent years for which such data are available) for the Corporation and the hospitals in and near the Local Market that management has identified as competitors of the Corporation. Table 6 also provides case mix index data for calendar years 2012 and 2013 (the most recent years for which such data are available). The case mix index (the “Case Mix Index”) is an indicator of the complexity and intensity of the services provided.

**TABLE 6**

**Local Market and Selected Regional Market Competitors  
Discharges and Case Mix Index Data**

	Calendar Year 2011		Calendar Year 2012		Calendar Year 2013		FY 2012 Case Mix Index	FY 2013 Case Mix Index
	Discharges	% of total	Discharges	% of total	Discharges	% of total		
Stanford Hospital	13,590	8.3%	13,540	8.2%	13,294	8.2%	1.83	1.87
California Pacific Medical Center: Pacific Campus <sup>(1)</sup>	1,959	1.2	1,568	1.0	1,542	0.9	1.58	1.45
California Pacific Medical Center: St Luke’s Campus <sup>(1)</sup>	361	0.2	363	0.2	379	0.2	1.10	1.08
California Pacific Medical Center: Davies Campus <sup>(1)</sup>	-	-	271	0.2	284	0.2	1.54	1.66
El Camino Hospital	16,221	9.9	16,582	10.1	16,136	9.9	1.50	1.54
Good Samaritan Hospital - San Jose	13,563	8.2	13,102	8.0	13,085	8.0	1.48	1.52
Kaiser Permanente Redwood City Medical Center	5,410	3.3	5,685	3.5	5,682	3.5	1.59	1.61
Kaiser Permanente San Jose Medical Center (formerly Santa Teresa Community Hospital)	10,051	6.1	9,747	5.9	9,898	6.1	1.47	1.51
Kaiser Permanente South San Francisco Medical Center	4,370	2.7	4,073	2.5	3,836	2.4	1.51	1.55
Kaiser Permanente Santa Clara Medical Center	16,507	10.0	16,111	9.8	15,862	9.7	1.60	1.66
Mills-Peninsula Medical Center	11,597	7.0	11,784	7.2	11,764	7.2	1.44	1.47
O’Connor Hospital	10,789	6.6	10,106	6.2	10,202	6.3	1.46	1.50
Regional Medical Center of San Jose	9,276	5.6	9,622	5.9	9,820	6.0	1.65	1.69
San Mateo County General Hospital	3,528	2.1	3,538	2.2	3,506	2.2	1.20	1.18
Santa Clara Valley Medical Center	17,627	10.7	18,224	11.1	18,868	11.6	1.34	1.35
Sequoia Hospital	5,733	3.5	5,276	3.2	4,708	2.9	1.49	1.53
Seton Medical Center	5,319	3.2	5,297	3.2	5,234	3.2	1.66	1.71
University of California San Francisco Medical Center <sup>(1)</sup>	1,702	1.0	1,883	1.1	1,845	1.1	2.06	2.20
All Other Hospitals <sup>(2)</sup>	16,948	10.3	17,411	10.6	16,778	10.3		
<b>Total discharges</b>	<b>164,551</b>		<b>164,183</b>		<b>162,723</b>			

<sup>(1)</sup> Although not actually within the Local Market boundaries, Corporation management identifies as a competitor comparable to other competitors within the local market.

<sup>(2)</sup> The category “All Other Hospitals” includes all hospitals utilized by residents of San Mateo and Santa Clara counties. Discharge data include all 18+ Local Market and selected Regional Market patients; Case Mix Indices are based on inpatient discharges.

Source: Truven Analytics.



As indicated in the Case Mix Index data in Table 6, the Corporation has a higher Case Mix Index than each hospital located in the Local Market. Competitor hospitals in the Local Market primarily focus on lower complexity and intensity cases. While providing a significant amount of care at this level, the Corporation also provides care to patients whose cases are classified as high acuity and complex cases in and near the Local Market, many of which are transferred to the Hospital and Clinics from other local hospitals. In large part, the most acute and difficult cases come to the Hospital and Clinics because the Hospital and Clinics, together with the UCSF, are the only hospitals in the San Francisco Bay Area to offer many of the treatments and procedures necessary for these patients. Management's strategic decision to concentrate on the five Strategic Clinical Services reflects its opinion that higher acuity services will produce higher operating margins than lower acuity services.

## **Market Strategy**

The Corporation's strategic plan calls for near-term growth in its Strategic Clinical Services and other services in which the Corporation has demonstrated distinction. The Corporation focuses on aligning these specific services with relevant markets based on an evaluation of the type of services already available in such markets and other factors. This strategy is intended to promote growth in higher acuity inpatient and outpatient procedures. A principal focus of the strategic plan is the five Strategic Clinical Services: Cardiac Care, Cancer Treatment, Solid Organ Transplantation (Abdominal), Orthopedics and Neurosciences. The Corporation's goal is to grow inpatient and outpatient volume and expand national and international distinction in these services. The growth strategy is based on leveraging the Corporation's clinical innovations in these services. See "SERVICES, FACILITIES AND OPERATIONS—The School of Medicine" herein. The growth strategy also provides for more rapid translation of faculty research into clinical care. Leverage strategies are expected to be tailored to the opportunities in each market and are expected to include selective partnering with other institutions, management of subspecialty services for other institutions, development of outreach infrastructures that include both on-site and web-based delivery of care, and expanded contracting with payers for selected clinical services.

From time to time the Corporation evaluates and pursues potential acquisition, merger and affiliation candidates as part of the overall strategic planning and development process, which includes strengthening the Corporation's presence in Local and Regional Markets. Because of the integration occurring throughout the health care industry, the Corporation may consider such transactions if there is a perceived strategic or operational benefit for the Corporation.

The Corporation's recent affiliation with ValleyCare plays a key role in its market positioning, in management's view. The affiliation with ValleyCare is intended to extend the Corporation's network of health care providers, clinical outreach and community services into the East Bay portion of the Corporation's Regional Market, supporting the Corporation's academic endeavors in population health sciences and clinical research and providing an outreach location for academic service lines.

The Corporation's strategic plan also envisions sustaining and increasing the share of the Corporation's patient care volume and revenue derived from higher-complexity tertiary and quaternary cases in the Regional, California and National and International markets, while

strengthening the Corporation's presence in the Local Market through delivery of outpatient subspecialty services in selected local communities.

The following strategies of the Corporation and the School of Medicine are intended to increase higher-complexity tertiary and quaternary cases:

- Developing more complex treatments and therapies in both inpatient and outpatient settings.
- Focusing on the more complex and challenging treatment modalities within the Strategic Clinical Services.
- Focusing growth strategies on new services and more advanced treatments and methodologies.

Current actions being taken to implement these strategies include:

- In the Cardiac Care Strategic Clinical Service, concentrating on more complex and difficult revascularization procedures, such as coronary artery bypass graft and percutaneous transluminal coronary angioplasty procedures.
- In the Cancer Treatment Strategic Clinical Service, emphasizing the distinctive treatments provided by the Corporation, including bone marrow transplants, radiation therapy, and minimally invasive surgery techniques.
- In the Solid Organ Transplantation (Abdominal) Strategic Clinical Service, emphasizing living donor approaches in liver transplantation and new immunosuppressant therapies, as organ supply permits.
- In the Orthopedic Strategic Clinical Service, emphasizing total joint replacements, sports medicine, hand and upper extremities, foot and ankle, spine, trauma, tumor, and physiatry.
- In the Neurosciences Strategic Clinical Service, emphasizing chemo, biologic agent and gene and radiation therapies, including the CyberKnife, for spine care and neuro-oncology.

### **Community Physician Network**

In 2011, the Corporation and Stanford University, acting on behalf of its School of Medicine, formed UHA to operate clinics staffed by a network of community-based physicians. These community-based clinics are staffed by community physicians, complementing the faculty practice clinics operated by the Corporation and staffed by members of the faculty of the School of Medicine. UHA's community-based clinic network began in 2011 with two clinics in Menlo Park, California, and as of May 2015 consists of 29 clinic sites located in San Mateo, Santa Clara and Alameda counties. Clinic services are provided through long-term professional services agreements between UHA and community-based physicians, who are affiliated with UHA through operating divisions associated with the physicians' medical groups. The Corporation provides financial support for the operating divisions of UHA under sponsorship agreements. See "SERVICES, FACILITIES AND OPERATIONS—Operational Relationships Among the Corporation, Stanford University, LPCH and UHA" above. As new operating divisions are

added, the Corporation may enter into additional sponsorship arrangements with UHA in support of expanding the network of community-based clinics operated by UHA. In a related effort, the Corporation is in discussions with other community-based physicians regarding extending the Corporation's electronic medical record system to community physician practices.

## Utilization

A summary of historical utilization data for the Corporation for the three fiscal years ended August 31, 2012, 2013 and 2014 and for the six-month periods ended February 28, 2015 and February 28, 2014 is presented in the following table.

**TABLE 7**  
**Historical Utilization**

	Fiscal Years Ended August 31,			For the Six Months ended February 28,	
	2012	2013	2014	2014	2015
Discharges					
Acute	24,342	24,744	24,413	12,070	12,421
Behavioral Health	822	829	679	351	302
Total	<u>25,164</u>	<u>25,573</u>	<u>25,092</u>	<u>12,421</u>	<u>12,723</u>
Patient Days					
Acute	131,943	131,128	135,244	66,545	68,686
Behavioral Health	9,188	9,355	9,684	4,696	5,055
Subtotal	<u>141,131</u>	<u>140,483</u>	<u>144,928</u>	<u>71,241</u>	<u>73,741</u>
Short Stay Outpatient	7,720	8,577	10,741	4,999	6,612
Total	<u>148,851</u>	<u>149,060</u>	<u>155,669</u>	<u>76,240</u>	<u>80,353</u>
Average Daily Census					
Acute	360.5	359.3	370.5	367.7	379.5
Behavioral Health	25.1	25.6	26.5	25.9	27.9
Total	<u>385.6</u>	<u>384.9</u>	<u>397.1</u>	<u>393.6</u>	<u>407.4</u>
Average Length of Stay					
Acute	5.4	5.3	5.5	5.5	5.5
Behavioral Health	11.2	11.3	14.3	13.4	16.7
Average	<u>5.6</u>	<u>5.5</u>	<u>5.8</u>	<u>5.7</u>	<u>5.8</u>
Case Mix Index	2.03	2.04	2.20	2.17	2.24
Emergency Room Visits <sup>(1)</sup>	53,908	57,606	62,344	30,501	33,592
Short Stay Outpatient Procedures	25,355	29,667	32,441	14,996	17,699
Other Outpatient Visits <sup>(2)</sup>	<u>424,497</u>	<u>450,010</u>	<u>529,498</u>	<u>253,757</u>	<u>280,651</u>
Surgeries					
Inpatient	12,469	12,550	13,028	6,332	6,719
Outpatient <sup>(2)</sup>	14,921	15,938	17,723	8,504	9,274
Totals	<u>27,390</u>	<u>28,488</u>	<u>30,751</u>	<u>14,836</u>	<u>15,993</u>

<sup>(1)</sup> Includes emergency room visits of admitted inpatients.

<sup>(2)</sup> Excludes outpatient emergency room visits.

Source: Corporation Records.

## SUMMARY OF FINANCIAL INFORMATION

The following consolidated statements of operations and changes in net assets for the fiscal years ended August 31, 2012, 2013 and 2014 have been derived from the consolidated financial statements of the Corporation. The results of four of the Corporation's related entities, UHA, SHI, SEROC, and CareCounsel, are consolidated with those of the Corporation for all periods. Two other subsidiaries, PEAC and UHCA (together with UHA, SHI, SEROC and CareCounsel, the "Subsidiaries") were formed in fiscal year 2013, and the results of PEAC and UHCA are consolidated with those of the Corporation beginning with the fiscal year ended August 31, 2013. The financial results of PET-CT are reported using the equity method of accounting. (For additional information concerning the Subsidiaries included in the consolidated financial statements, see Note 1 of such consolidated financial statements.) The consolidated financial statements which are included in Appendix B to this Official Statement have been audited by PricewaterhouseCoopers LLP, independent accountants. The summary of the three fiscal years ended August 31, 2014 should be read in conjunction with the audited consolidated financial statements and related notes thereto for the fiscal years ended August 31, 2013 and 2014, included in Appendix B to this Official Statement.

The information for the six-month periods ended February 28, 2014 and 2015 has been derived by management from financial statements of the Corporation, including the Subsidiaries, for such periods. Such consolidated financial statements are unaudited but, in the opinion of the management of the Corporation, fairly reflect the results of operations for such interim periods and are presented on a basis consistent with the audited consolidated financial statements of the Corporation contained in Appendix B.

In management's view, the assets, liabilities and results of operations and changes in net assets of the Subsidiaries are not material to the Corporation, and as of and for the fiscal year ended August 31, 2014, represented in the aggregate less than 10% of the Corporation's consolidated assets, total revenues and income from operations. The Subsidiaries are not Members of the Obligated Group or otherwise obligated with respect to the Bonds or the Variable Rate Bonds, if issued.

**TABLE 8**  
**Stanford Health Care**  
**Consolidated Statements of Operations and Changes in Net Assets**  
**(In Thousands)**

	Fiscal years ended August 31,			For the Six Months Ended February 28,	
	2012	2013	2014	2014	2015
<b>Operating Revenues:</b>					
Net patient service revenue	\$ 2,398,832	\$ 2,679,365	\$ 2,980,067	\$ 1,436,130	\$ 1,686,148
Provision for doubtful accounts	(99,110)	(115,762)	(140,678)	(70,128)	(70,963)
Net patient service revenue less provision for doubtful accounts	2,299,722	2,563,603	2,839,389	1,366,002	1,615,185
Premium revenue	42,007	63,429	60,047	30,795	31,124
Other revenue	84,006	82,992	94,248	41,823	47,375
Net assets released from restrictions used for operations	4,753	3,761	4,639	1,950	2,658
Total operating revenues	2,430,488	2,713,785	2,998,323	1,440,570	1,696,342
<b>Operating Expenses:</b>					
Salaries and benefits	988,008	1,105,761	1,232,251	591,155	657,243
Professional services	33,344	33,921	37,046	15,487	23,346
Supplies	325,073	374,847	421,899	192,995	226,487
Purchased services	559,776	661,961	741,565	349,906	429,936
Depreciation and amortization	94,299	94,080	100,625	51,190	50,648
Interest	48,324	46,799	43,636	23,312	20,233
Other	221,524	221,611	226,475	110,037	168,084
Expense recoveries from related parties	(76,590)	(77,975)	(83,422)	(42,597)	(45,082)
Total operating expenses	2,193,758	2,461,005	2,720,075	1,291,485	1,530,895
<b>Income from operations</b>	236,730	252,780	278,248	149,085	165,447
Interest and investment income	10,167	13,072	15,199	7,312	7,647
Increase in value of University managed pools	21,627	103,329	176,014	72,030	11,311
Interest rate swaps mark-to-market adjustments	(69,805)	102,928	(37,532)	(11,400)	(82,106)
Loss on extinguishment of debt and swaps	(3,783)	-	(71)	(71)	-
<b>Excess of revenues over expenses</b>	194,936	472,109	431,858	216,956	102,299
<b>Other changes in unrestricted net assets:</b>					
Transfer to Stanford University, net	(10,809)	(6,978)	(54,337)	(29,027)	(6,440)
Transfer from University HealthCare Alliance	6,530	-	-	-	-
Transfer from Lucile Packard Children's Hospital	9	8,000	-	-	11,000
Change in net unrealized gains on investments	(259)	(1,116)	691	470	(287)
Net assets released from restrictions used for:					
Purchase of property and equipment	3,022	8,594	356	317	2,138
Change in pension and postretirement liability	(16,319)	30,119	6,650	-	-
Noncontrolling capital (distribution) contribution, net	-	(289)	(1,482)	(680)	478
Increase in unrestricted net assets	177,110	510,439	383,736	188,036	109,188
<b>Changes in temporarily restricted net assets:</b>					
Transfer from Stanford University	437	145	2,480	240	2,672
Contributions and other	219,414	51,940	48,108	41,932	20,448
Transfer to permanently restricted net assets	(1,099)	-	-	-	-
Investment income (loss)	396	545	(103)	259	1,394
Gains on University managed pools	1,063	2,271	2,875	793	268
Net assets released from restrictions for:					
Operations	(4,753)	(3,761)	(4,639)	(1,950)	(2,658)
Purchase of property and equipment	(3,022)	(8,594)	(356)	(317)	(2,138)
Increase in temporarily restricted net assets	212,436	42,546	48,365	40,957	19,986
<b>Changes in permanently restricted net assets:</b>					
Contributions	-	-	101	-	2
Transfer from temporarily restricted net assets	1,099	-	-	-	-
Increase in permanently restricted net assets	1,099	-	101	-	2
<b>Increase in net assets</b>	390,645	552,985	432,202	228,993	129,176
Net assets, beginning of year	1,311,485	1,702,130	2,255,115	2,255,115	2,687,317
<b>Net assets, end of year</b>	\$ 1,702,130	\$ 2,255,115	\$ 2,687,317	\$ 2,484,108	\$ 2,816,493



## **Management’s Discussion and Analysis of Recent Financial Performance**

### ***Accounting Policies; Use of Estimates***

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

Management evaluates its estimates on an ongoing basis and makes changes to the estimates as new information becomes available. Actual results could differ from those estimates.

The most significant estimates relate to patient accounts receivable allowances, amounts due to third party payors, retirement plan obligations, and self-insurance reserves. For additional information on the Corporation’s use of estimates, see the notes to the audited consolidated financial statements of the Corporation included in Appendix B to this Official Statement.

### ***Recent Initiatives and Programs***

Recent initiatives include: (i) continued construction of the New Stanford Hospital which is scheduled to be completed in 2017 with capital spending of \$556 million as of August 31, 2014; and (ii) investments in new site openings and service expansions including the Neuroscience building at Hoover Pavilion, infusion service expansion in Redwood City, primary care in Los Altos and the Stanford South Bay Cancer Center. The Corporation is also participating in the Medicare and Medicaid Electronic Health Records Incentive Programs (the “EHR Incentive Program”), which provide payments to eligible professionals, eligible hospitals and critical access hospitals as they adopt, implement, upgrade or demonstrate meaningful use of certified Electronic Health Records (“EHR”) technology. The Corporation began receiving payments under the Medicare EHR Incentive Program in fiscal year 2012 and received them through February 28, 2015.

The Corporation continues to participate in the California Hospital Fee Program (“Hospital Fee Program”). Pursuant to the Hospital Fee Program, the State of California uses funds collected from certain California hospitals to increase Medi-Cal funding for all non-specialty California hospitals and support children’s health insurance programs. For more information about the Hospital Fee Program, see “BONDHOLDERS’ RISKS—Patient Service Revenues—California Hospital Provider Fee” in the forepart to this Official Statement, and for the impact of the Hospital Fee Program on the Corporation, see “SUMMARY OF FINANCIAL INFORMATION—Hospital Fee Program” herein.

### ***Three Year Historical Performance Overview***

For the three years ended August 31, 2014, the Corporation’s overall financial performance strengthened despite challenges, enhancing its ability to support investments in the facilities and systems required to remain at the forefront of medicine and to be the provider of choice for complex care in the communities it serves. Higher patient revenues and improved

financial market conditions contributed to the Corporation's strengthened financial position. Cumulative operating revenues for the three years ended August 31, 2014 were \$8.1 billion, of which net patient service revenue less provision for doubtful accounts accounted for 95% of this total. Cumulative income from operations before investment income for the three years ended August 31, 2014 was \$768 million. Cumulative interest and investment income and change in the value of SHC's share of the Stanford University managed investment pools for the three years ended August 31, 2014 was \$339 million, which resulted in a cumulative increase in net assets for the three years ended August 31, 2014 of \$1.4 billion. Cumulative capital expenditures for the three years ended August 31, 2014 were approximately \$791 million.

***Financial Performance Comparison for the Six-Month Periods  
Ended February 28, 2014 and 2015***

Income generated from operations before depreciation and interest expense was \$236 million for the six-month period ended February 28, 2015, as compared to \$224 million for the six-month period ended February 28, 2014. The Corporation reported income from operations before investment income of \$165 million for the six-month period ended February 28, 2015, versus \$149 million for the six-month period ended February 28, 2014. Net patient service revenue less provision for doubtful accounts (including premium revenue) included in income from operations increased by 17.9%, period over period, or \$250 million, while total operating expenses increased by 18.5%, or \$239 million, period over period. A portion of the revenues and expenses is related to the Hospital Fee Program, which is a temporary governmental program. Excluding revenues and expenses related to this program, net patient service revenue less provision for doubtful accounts (including premium revenue) increased 14.3%, or \$198 million, while total operating expenses increased by 15.8%, or \$202 million, period over period. Net patient service revenue increased mainly due to higher volume. Volume increased for the period ended February 28, 2015 with patient days of 80,353 versus 76,240 for the period ended February 28, 2014. Outpatient volume also continued to increase due to new and growing outpatient facilities. However, the related increase in operating expenses is higher due to expanded employee headcount to support volume growth, increased salaries to remain competitive in the health care market, and increases to support expanded clinical services.

Interest and investment income and the increase in value of SHC's share of the Stanford University managed investment pools accounted for a gain of \$19 million for the period ended February 28, 2015 versus a gain of \$79 million for the period ended February 28, 2014. The fair value of the interest rate swaps decreased by \$82 million and \$11 million for the periods ended February 28, 2015 and 2014, respectively. As a result, the Corporation's excess of revenues over expenses for the six months ended February 28, 2015 was \$102 million, a decrease of \$115 million over the comparable period in the preceding year. In addition, the Corporation's net assets increased by \$129 million and \$229 million for the periods ended February 28, 2015 and 2014, respectively.

***Financial Performance in Fiscal Year 2014 Compared to Fiscal Year 2013***

The Corporation's net assets increased \$432 million, from \$2,255 million as of August 31, 2013, to \$2,687 million as of August 31, 2014. In fiscal year 2014, the Corporation generated a \$432 million excess of revenues over expenses compared to a \$472 million excess of

revenues over expenses in fiscal year 2013. Interest and investment income and change in value of SHC's share of the Stanford University managed investment pools increased by \$75 million in fiscal year 2014, resulting in a gain of \$191 million due to positive returns on these investments.

Net patient service revenue less provision for doubtful accounts (including premium revenue) increased by 10.4%, from \$2.6 billion in fiscal year 2013, to \$2.9 billion in fiscal year 2014. Inpatient revenues, which make up 47% of total revenue, grew by 7% on continuing increases in patient volume. Outpatient revenues increased by 13%, accounting for 53% of total revenue. Operating expenses increased 10.5% in fiscal year 2014 to \$2.7 billion, from \$2.5 billion in fiscal year 2013. Salaries and benefits increased 11% to \$1,232 million in response to growth in patient volumes and to maintain SHC's position in the competitive market for health care professionals. All other operating expenses were up 10%, from \$1,355 million in fiscal year 2013, to \$1,488 million in fiscal year 2014 largely as a result of costs related to the increase in patient activity, Hospital Fee Program payments to the State of California, enhanced IT infrastructure, other SHC initiatives, and inflation increases. Excluding revenues and expenses from the Hospital Fee Program, net patient service revenue less provision for doubtful accounts (including premium revenue) increased 12.1%, or \$313 million, while operating expenses increased 11.5%, or \$280 million in fiscal year 2014 compared to fiscal year 2013.

#### ***Financial Performance in Fiscal Year 2013 Compared to Fiscal Year 2012***

The Corporation's net assets increased \$553 million, from \$1,702 million as of August 31, 2012, to \$2,255 million as of August 31, 2013. In fiscal year 2013, the Corporation generated a \$472 million excess of revenues over expenses compared to \$195 million in fiscal year 2012. Interest and investment income and change in value of SHC's share of Stanford University managed investment pools increased by \$85 million in fiscal year 2013, resulting in a gain of \$116 million due to positive returns on these investments.

Net patient service revenue less provision for doubtful accounts (including premium revenue) increased by 12%, from \$2.3 billion in fiscal year 2012, to \$2.6 billion in fiscal year 2013. Inpatient revenues, which make up 48% of total revenue, grew by 5% on continuing increases in patient volume. Outpatient revenues increased by 20%, accounting for 52% of total revenue. Operating expenses increased 12% in fiscal year 2013, from \$2.2 billion in fiscal year 2012, to \$2.5 billion. Salaries and benefits increased 12%, from \$988 million in fiscal year 2012, to \$1,106 million in fiscal year 2013 in response to growth in patient volumes. All other operating expenses combined increased 12%, from \$1,206 million in fiscal year 2012, to \$1,355 million in fiscal year 2013 largely as a result of costs related to increased patient activity and enhanced IT infrastructure. Excluding revenues and expenses from the Hospital Fee Program, net patient service revenue less provision for doubtful accounts (including premium revenue) increased 12.4%, or \$285 million, while operating expenses increased 13.1%, or \$282 million in fiscal year 2013 compared to fiscal year 2012.

#### ***Financial Performance in Fiscal Year 2012 Compared to Fiscal Year 2011***

The Corporation's net assets increased \$391 million, from \$1,311 million as of August 31, 2011, to \$1,702 million as of August 31, 2012. In fiscal year 2012, the Corporation generated a \$195 million excess of revenues over expenses compared to \$297 million in fiscal

year 2011. Although interest and investment income and change in value of SHC's share of Stanford University managed investment pools decreased by \$92 million from the fiscal year ended August 31, 2011, the Corporation still had a gain of \$32 million due to positive returns on these investments.

Net patient service revenue less provision for doubtful accounts (including premium revenue) increased by 15%, from \$2.0 billion in fiscal year 2011, to \$2.3 billion in fiscal year 2012. Inpatient revenues, which make up 51% of total revenue, grew by 13% on continuing increases in patient volume. Outpatient revenues increased by 17%, accounting for 49% of total revenue. Operating expenses increased 13% in fiscal year 2012, from \$1.9 billion in fiscal year 2011, to \$2.2 billion. Salaries and benefits increased 11% from \$890 million in fiscal year 2011 to \$988 million in fiscal year 2012 in response to growth in patient volumes and the competitive market for health care professionals. All other operating expenses combined increased 15%, from \$1,046 million in fiscal year 2011, to \$1,206 million in fiscal year 2012 largely as a result of costs related to the increase in patient activity and expanded clinical services. Excluding revenues and expenses from the Hospital Fee Program, net patient service revenue less provision for doubtful accounts (including premium revenue) increased 14%, or \$288 million, while operating expenses increased 13%, or \$243 million in fiscal year 2012 compared to fiscal year 2011.

### ***Pension Funding Requirements***

The majority of the Corporation's eligible employees are covered by the Corporation's 403(b) Retirement Plan, which is a defined contribution plan. Contributions are based on a percentage of an eligible employee's annual compensation.

In addition, certain employees are covered by a noncontributory defined benefit plan, the Staff Pension Plan (the "SPP"), that was closed to new participants in 1997. Benefits are based on years of service and an employee's compensation. Contributions to the plan are based on actuarially determined amounts sufficient to meet the benefits to be paid to plan participants. The financial performance of pension fund investments of the SPP can have a significant impact on the amount of pension expense and the recorded pension liability, as well as the amount and timing of pension contributions. Other factors can also have a significant impact on pension expense and contributions, such as interest rate levels and salary inflation. Taken together, these factors can have a material impact on both the results of operations and liquidity. As of August 31, 2014, the SPP had a net benefit liability recognized in the amount of \$31 million.

The Corporation does not anticipate contributing to the SPP during the fiscal year ending August 31, 2015 and expects to contribute a total of approximately \$4 million over the next five years, based upon current estimates. Based on preliminary analysis as of May 30, 2015, the Corporation's funded status with respect to the SPP was estimated at 79% as of January 1, 2015. The funded status assumes a discount rate on SPP assets of 3.77%. The Corporation's investment policy for the SPP assets targets a portfolio mix of 50% equity and 50% long-term debt.

The Corporation also provides post-retirement health insurance coverage for employees meeting specific criteria in the plan, the Postretirement Medical Benefit Plan (the "PMBP"). As

of August 31, 2014, the Corporation recognized a net benefit liability of \$67 million for the PMBP, recorded as a liability within self-insurance reserves and other on the consolidated balance sheet.

For additional information on the Corporation's retirement plans and the PMBP, see Note 11 of the audited consolidated financial statements of the Corporation included in Appendix B to this Official Statement.

## Capitalization

The table below, prepared by management of the Corporation, sets forth the actual consolidated capitalization of the Corporation as of August 31, 2014 and as of February 28, 2015, and the consolidated capitalization of the Corporation, as of February 28, 2015, as adjusted to reflect the issuance of the Bonds and the Variable Rate Bonds, if issued. The information included in the table below with respect to the fiscal year ended August 31, 2014 has been derived from information that is contained in the audited consolidated financial statements of the Corporation included in Appendix B to this Official Statement, and the information included as of February 28, 2015 has been derived by management from unaudited financial statements of the Corporation as of such date.

**TABLE 9**  
**Consolidated Capitalization**  
**(Dollars in Thousands)**

	As of August 31, 2014	As of February 28, 2015	
	Actual	Actual	As Adjusted
Net Long-Term Debt <sup>(1)</sup>	\$1,307,699	\$1,300,295	\$1,475,295
Unrestricted Net Assets	2,160,693	2,269,881	2,269,881
Total Consolidated Capitalization	<u>\$3,468,392</u>	<u>\$3,570,176</u>	<u>\$3,745,176</u>
Net Long-Term Debt as a percentage of Total Consolidated Capitalization	<u>37.7%</u>	<u>36.4%</u>	<u>39.4%</u>

<sup>(1)</sup> Net long-term debt includes debt subject to short-term remarketing arrangements classified as current liabilities in the audited consolidated financial statements of the Corporation included in Appendix B to this Official Statement. Assumes the issuance of \$100,000,000 in principal amount of the Bonds and \$75,000,000 in principal amount of the Variable Rate Bonds.

Source: Corporation Records.

## Cash and Investments

As of August 31, 2014, the Corporation's funds were invested across three portfolios that included: a liquidity portfolio, consisting of cash and cash equivalents; a short-term portfolio, invested in a short-term treasury mutual fund; and a long-term portfolio that invests in shares of the investment pools managed by Stanford University. Stanford University's pooled funds are invested in cash and cash equivalents, government and corporate debt securities, equity securities, mutual funds, real estate, investments in partnerships and other investments. The Corporation's investments in the pooled funds managed by Stanford University are carried on its

financial statements based on a value per share in such funds. Gains and losses are realized only upon the sale of such shares. For additional information regarding the composition of the Corporation's investments at August 31, 2014, accounting for the Corporation's interest in pooled investment funds managed by Stanford University and earnings therefrom, see Note 2 and Note 7 of the audited consolidated financial statements of the Corporation included in Appendix B to this Official Statement.

## Liquidity

The following table, prepared by management of the Corporation, sets forth the consolidated cash position and liquidity of the Corporation as of August 31, 2014 and as of February 28, 2015.

**TABLE 10**

**Consolidated Liquidity  
(Dollars in Thousands)**

	<u>As of August 31, 2014</u>	<u>As of February 28, 2015</u>
Cash and Cash Equivalents	\$ 568,625	\$ 634,930
Investments	120,866	116,802
Investments in Stanford University Managed Pools <sup>(1)</sup>	1,383,385	1,395,380
Less Temporarily and Permanently Restricted Cash and Investments included above	(102,485)	(95,556)
<b>Total Liquid Assets</b>	<u>\$1,970,391</u>	<u>\$2,051,556</u>
Days Cash on Hand <sup>(2)</sup>	<u>274.6</u>	<u>261.9</u>

<sup>(1)</sup> See Note 2 and Note 7 of the audited consolidated financial statements of the Corporation included in Appendix B to this Official Statement for a description of the managed pools of Stanford University in which the Corporation has invested.

<sup>(2)</sup> Total liquid assets times 365 days divided by the total operating expenses net of depreciation and amortization. As of February 28, 2015, the total operating expenses net of depreciation reflects the trailing twelve-month period ended February 28, 2015.

Source: Corporation Records.



## Debt Service Coverage

The following table, prepared by management of the Corporation, sets forth the actual maximum debt service coverage for the Corporation on a consolidated basis for fiscal years ended August 31, 2013 and 2014, and pro forma debt service coverage for the fiscal year ended August 31, 2014, taking into account the increase in maximum annual debt service resulting from the issuance of the Bonds and the issuance of the Variable Rate Bonds, if issued, in each case calculated based on the assumptions set forth in footnote 1 below.

**TABLE 11**  
**Maximum Annual Debt Service Coverage**  
**(Dollars in Thousands)**

	As of August 31,		
	2013	2014	2014
	Actual		Pro Forma
(Deficiency) excess of revenues over expenses	\$ 472,109	\$431,858	\$431,858
Depreciation and Amortization	94,080	100,625	100,625
Interest Expense	46,799	43,636	43,636
Change in value of Stanford University Managed Pools	(103,329)	(176,014)	(176,014)
Interest Rate Swap Mark-to-Market Adjustments	(102,928)	37,532	37,532
Loss on Extinguishment of Debt	-	71	71
Funds Available for Debt Service	\$ 406,731	\$437,708	\$437,708
Maximum Annual Debt Service <sup>(1)</sup>	\$ 72,821	\$ 72,821	\$ 79,526
Coverage of Maximum Annual Debt Service	5.59	6.01	5.50

<sup>(1)</sup> Assumes interest on the 2012 Series C Bonds is payable at the related Swap (defined herein) fixed rate of 3.365% until 2036, and 2.00% thereafter to maturity; assumes interest on the 2012 Series D Bonds is payable at the related Swap fixed rate of 4.314% to maturity; assumes that the Variable Rate Bonds are issued in the aggregate principal amount of \$75,000,000 and bear interest at the rate of 2.52% to maturity; and assumes interest on all other currently outstanding variable rate bonds is payable at the related Swap fixed rate of 3.627% to maturity.

Source: Corporation Records.

## Interest Rate Swap Arrangements

The Corporation enters into interest rate swap contracts (“Swaps”) from time to time to increase or decrease its variable rate debt exposure and to achieve a targeted mix of fixed and floating rate indebtedness. As of August 31, 2014 and February 28, 2015, the Corporation had nine floating-to-fixed rate Swaps outstanding, representing a total notional amount of \$577.2 million and approximately \$576.9 million, respectively, under which the Corporation pays a fixed rate and receives a variable rate from the swap counterparty. Each of the Swaps may be terminated by the Corporation at its option at any time. Swap counterparties may also terminate Swaps upon the occurrence of certain “termination events” or “events of default.” If either the Corporation or a counterparty terminates a Swap with a negative market value, the Corporation

may be required to make a termination payment to such counterparty, and such payment could be material in amount. The estimated fair values of the Swaps are determined using available market information and valuation methodologies. The Corporation recognizes changes in the fair value of Swaps in excess (deficiency) of revenue over expenses. As of August 31, 2014 and February 28, 2015, the Corporation’s mark-to-market liability on the Swaps totaled \$156.0 million and approximately \$238.1 million, respectively. In addition, the Corporation is required to post collateral under two of its Swaps to secure its obligations to the Swap counterparty when the counterparty’s exposure exceeds certain stated thresholds. As of August 31, 2014 and February 28, 2015, the Corporation had \$0 and \$7 million in cash posted with one counterparty, respectively. See Note 2 and Note 10 of the audited consolidated financial statements of the Corporation included in Appendix B to this Official Statement for more information related to the Corporation’s Swaps. The Corporation’s regularly scheduled payments with respect to the Swaps are secured on a parity with debt service payments with respect to the Bonds. See “SECURITY AND SOURCE OF PAYMENT FOR THE BONDS—The Master Indenture” in the forepart to this Official Statement.

### Sources of Revenue

Payments are made to the Corporation on behalf of patients by the federal government under the Medicare program administered by the Centers for Medicare and Medicaid of the United States Department of Health and Human Services, by the State of California under the Medi-Cal program, and by certain commercial insurance and managed care programs, as well as by patients on their own behalf.

The following table, prepared by management of the Corporation, summarizes the percentage of gross patient revenues by source of payment to the Corporation for the fiscal years ended August 31, 2012, 2013 and 2014.

**TABLE 12**

**Gross Patient Service Revenues**

<b>Source</b>	<b>Fiscal years ended August 31,</b>		
	<b>2012</b>	<b>2013</b>	<b>2014</b>
Medicare	33%	34%	34%
Medi-Cal	4	4	4
Managed Care	53	53	54
Self-Pay and Other	10	9	8
Total	100%	100%	100%

Source: Corporation Records.

Gross patient service revenue is composed of usual and customary charges for services provided to all patients. Services provided to patients covered by Medicare, Medi-Cal and a

number of managed care programs are typically paid at amounts that are less than usual and customary charges.

See “BONDHOLDERS’ RISKS” in the forepart of the Official Statement for a more detailed discussion of the sources of revenue for the Corporation and certain other risks associated with certain sources of revenue.

### **Arrangements with Managed Care Plans**

The Corporation maintains contracts with most managed care plans operating in Northern California. Management monitors the financial performance under these contracts on a regular basis and pursues renegotiation when appropriate and where feasible.

The largest volume commercial payers for the Corporation in fiscal year ended August 31, 2014 were Anthem Blue Cross, Blue Shield of California, and UnitedHealthcare. All commercial agreements are fee-for-service. Fee-for-service reimbursement employs the traditional methodologies including percent of charges, per diems, case rates, surgical schedules and stop-loss.

### **Hospital Fee Program**

Effective December 31, 2010, the Centers for Medicare & Medicaid Services (“CMS”) approved State legislation that provided for supplemental payments to certain hospitals, funded by fees paid by participating hospitals and by federal matching funds (the “Hospital Fee Program”). The program has been extended to December 16, 2016; however, components of the program remain subject to CMS approval.

SHC recognized \$9.5, \$50.1 and \$49.6 million in net patient service revenue and \$7.6, \$28.7 and \$43.5 million in other expense related to the Hospital Fee Program for the years ended August 31, 2014, 2013 and 2012, respectively.

See Note 3 of the audited consolidated financial statements of the Corporation included in Appendix B to this Official Statement for more information related to the Hospital Fee Program.

### **ACCREDITATION, LICENSURE, MEDICARE AND MEDICAL CERTIFICATION**

The California Department of Public Health (“CDPH”) licenses the Hospital as a general acute care facility. The Corporation is accredited by The Joint Commission (“TJC”), which conducted its last on-site survey in July 2013. TJC conducts unannounced on-site surveys within a predictable timeframe based on the accreditation cycle (for example, every three years for hospital accreditation).

In addition to recurring accreditation surveys by TJC, the Corporation is subject from time to time to incident-based surveys by CDPH, acting on behalf of CMS, to determine compliance with CMS Hospital Conditions of Participation (“CoP”). If such surveys, known as “validation surveys,” substantiate the provider’s noncompliance with CoP, CMS has authority to require the provider to be surveyed by CDPH and to take other enforcement action, including

termination of its Medicare provider agreement. The Corporation remains a Medicare participating hospital, is fully licensed by CDPH and fully accredited by TJC.

## **PROFESSIONAL LIABILITY AND OTHER INSURANCE**

The Corporation maintains coverage for professional and comprehensive general liability and other coverages through programs of self-insurance and reinsurance. Primary layers of such liability are insured through SUMIT, an insurer controlled and owned by the Corporation and LPCH. SUMIT provides medical and hospital professional liability, general liability, employment practices liability and miscellaneous errors and omissions liability to the Corporation and LPCH and hospital professional and medical malpractice liability insurance only to the School of Medicine (including the clinical activities of its faculty and residents).

For the policy year September 1, 2014 to September 1, 2015, SUMIT retains 100% of the risk for the first \$15 million of losses by the Corporation, LPCH and the School of Medicine, with an annual policy aggregate of \$25 million. SUMIT has obtained \$150 million of excess reinsurance jointly covering the Corporation, LPCH and the School of Medicine. For policy years prior to September 1, 2005, SUMIT provided occurrence-based coverage for the risk related to the primary loss layer in amounts varying year to year since SUMIT was established in April 2000.

In addition to SUMIT, the Corporation obtains coverage for various risks under policies issued by commercial insurers. These policies typically cover LPCH as a named insured as well. As a result, claims brought against one named insured reduce the limits available to the other on each claim. The Corporation secures the following coverage jointly with LPCH:

- Workers' compensation in amounts in excess of a \$750,000 deductible, per claim for the current fiscal year.
- Property in an aggregate blanket amount of \$500 million of coverage per claim with a \$100,000 deductible, subject to various sublimits, exclusions, and terms and conditions for property loss caused by risks such as flood, business interruption and certain acts of terrorism, among others. The Corporation does not purchase earthquake coverage.
- Cyber/privacy liability coverage with \$50 million in total limits, subject to a \$5 million retention.
- Directors and officers ("D&O") and employment practices liability ("EPL") in aggregate of \$50 million in limits subject to a self-insured D&O retention of \$250,000 per claim and a self-insured EPL retention of \$350,000 per claim, in the current fiscal year.
- Terrorism coverage with \$25 million in limits, subject to a \$1 million retention.

## **LITIGATION AND REGULATORY MATTERS**

At any given time, the Corporation has lawsuits pending and threatened against it that may or may not be covered in whole or in part by insurance. There is not now pending or threatened any litigation restraining or enjoining the offering of the Bonds or the Variable Rate Bonds, if issued, or questioning or affecting the validity of the Bonds or the Variable Rate Bonds, if issued, or the proceedings and authority under which they were issued. Neither the creation, organization or existence of the Corporation nor the title of the present directors or officers of the Corporation to their respective offices is being contested. The Corporation is not now a party to any pending litigation, and is not aware of any circumstances that would likely result in such litigation that in any manner questions the right of the Corporation to use the proceeds of the Bonds or the Variable Rate Bonds, if issued, as described in this Official Statement.

## **EMPLOYEES**

As of August 31, 2014, the Corporation employed 6,630 full-time, 865 regular part time and 477 per diem/PRN (as needed) staff, equivalent to 8,221 full-time equivalent employees.

As of August 31, 2014, the Corporation employed 2,507 full and part-time registered nurses. Turnover rate for the registered nursing staff for the past twelve months was approximately 7.6%.

As of August 31, 2014, approximately 33% of the Corporation's employees were covered by collective bargaining arrangements with two bargaining units that are represented by Committee for Recognition of Nursing Achievement ("CRONA") and Service Employees International Union-United Healthcare Workers ("SEIU-UHW"), respectively. The current CRONA contract is in effect through March 2016. The contract with SEIU-UHW is in effect through August 2017.

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**APPENDIX B**  
**CONSOLIDATED FINANCIAL STATEMENTS OF**  
**THE CORPORATION AND SUBSIDIARIES**

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**Stanford Health Care**  
**(formerly named Stanford Hospital and Clinics)**  
**Consolidated Financial Statements**  
**August 31, 2014 and 2013**

**Stanford Health Care**  
**Index**  
**August 31, 2014 and 2013**

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## Independent Auditor's Report

To the Board of Directors  
Stanford Health Care

We have audited the accompanying consolidated financial statements of Stanford Health Care ("SHC"), which comprise the consolidated balance sheets as of August 31, 2014 and August 31, 2013, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended.

### *Management's Responsibility for the Consolidated Financial Statements*

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditor's Responsibility*

Our responsibility is to express an opinion on the consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to SHC's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of SHC's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### *Opinion*

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Stanford Health Care at August 31, 2014 and August 31, 2013, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*PricewaterhouseCoopers LLP*

December 10, 2014

*PricewaterhouseCoopers LLP, Three Embarcadero Center, San Francisco, CA 94111  
T: (415) 498 5000, F: (415) 498 7100, www.pwc.com/us*

**Stanford Health Care**  
**Consolidated Balance Sheets**  
**August 31, 2014 and 2013**  
**(in thousands of dollars)**

	<u>2014</u>	<u>2013</u>
Assets		
Current assets:		
Cash and cash equivalents	\$ 467,655	\$ 448,831
Short term investments	100,970	49,636
Patient accounts receivable, net of allowance for doubtful accounts of \$115,000 and \$98,000 at August 31, 2014 and 2013, respectively	431,897	378,916
Other receivables	28,416	45,700
Inventories	25,374	24,286
Prepaid expenses and other	<u>28,283</u>	<u>24,532</u>
Total current assets	1,082,595	971,901
Investments	120,866	125,380
Investments in University managed pools	1,383,385	1,181,895
Assets limited as to use, held by trustee, net of current portion	491,594	531,444
Property and equipment, net	1,405,862	1,143,478
Other assets	<u>263,766</u>	<u>313,477</u>
Total assets	<u>\$ 4,748,068</u>	<u>\$ 4,267,575</u>
Liabilities and Net Assets		
Current liabilities:		
Accounts payable and accrued liabilities	\$ 173,160	\$ 174,111
Accrued salaries and related benefits	161,494	135,841
Due to related parties	62,106	48,628
Third-party payor settlements	22,334	13,515
Current portion of long-term debt	11,700	12,654
Debt subject to short-term remarketing arrangements	228,200	228,200
Self-insurance reserves and other	<u>27,296</u>	<u>24,493</u>
Total current liabilities	686,290	637,442
Self-insurance reserves and other, net of current portion	105,270	102,043
Other long-term liabilities	170,565	148,842
Pension liability	30,827	41,851
Long-term debt, net of current portion	<u>1,067,799</u>	<u>1,082,282</u>
Total liabilities	<u>2,060,751</u>	<u>2,012,460</u>
Net assets:		
Unrestricted:		
Stanford Health Care	2,137,389	1,757,504
Noncontrolling interests	<u>23,304</u>	<u>19,453</u>
Total unrestricted	2,160,693	1,776,957
Temporarily restricted	518,932	470,567
Permanently restricted	<u>7,692</u>	<u>7,591</u>
Total net assets	<u>2,687,317</u>	<u>2,255,115</u>
Total liabilities and net assets	<u>\$ 4,748,068</u>	<u>\$ 4,267,575</u>

The accompanying notes are an integral part of these consolidated financial statements.



**Stanford Health Care**  
**Consolidated Statements of Operations and Changes in Net Assets**  
**Years Ended August 31, 2014 and 2013**  
**(in thousands of dollars)**

	<u>2014</u>	<u>2013</u>
Operating revenues:		
Net patient service revenue	\$ 2,980,067	\$ 2,679,365
Provision for doubtful accounts	(140,678)	(115,762)
Net patient service revenue less provision for doubtful accounts	2,839,389	2,563,603
Premium revenue	60,047	63,429
Other revenue	94,248	82,992
Net assets released from restrictions used for operations	4,639	3,761
Total operating revenues	<u>2,998,323</u>	<u>2,713,785</u>
Operating expenses:		
Salaries and benefits	1,232,251	1,105,761
Professional services	37,046	33,921
Supplies	421,899	374,847
Purchased services	741,565	661,961
Depreciation and amortization	100,625	94,080
Interest	43,636	46,799
Other	226,475	221,611
Expense recoveries from related parties	(83,422)	(77,975)
Total operating expenses	<u>2,720,075</u>	<u>2,461,005</u>
Income from operations	278,248	252,780
Interest and investment income	15,199	13,072
Increase in value of University managed pools	176,014	103,329
Interest rate swaps mark to market adjustments	(37,532)	102,928
Loss on extinguishment of swaps	(71)	-
Excess of revenues over expenses	431,858	472,109
Other changes in unrestricted net assets:		
Transfer to Stanford University, net	(54,337)	(6,978)
Transfer from Lucile Salter Packard Children's Hospital	-	8,000
Change in net unrealized gains on investments	691	(1,116)
Net assets released from restrictions used for:		
Purchase of property and equipment	356	8,594
Change in pension and postretirement liability	6,650	30,119
Noncontrolling capital distribution, net	(1,482)	(289)
Increase in unrestricted net assets	<u>383,736</u>	<u>510,439</u>
Changes in temporarily restricted net assets:		
Transfer from Stanford University	2,480	145
Contributions and other	48,108	51,940
Investment (loss) income	(103)	545
Gains on University managed pools	2,875	2,271
Net assets released from restrictions for:		
Operations	(4,639)	(3,761)
Purchase of property and equipment	(356)	(8,594)
Increase in temporarily restricted net assets	<u>48,365</u>	<u>42,546</u>
Changes in permanently restricted net assets:		
Contributions	101	-
Increase in permanently restricted net assets	<u>101</u>	<u>-</u>
Increase in net assets	432,202	552,985
Net assets, beginning of year	<u>2,255,115</u>	<u>1,702,130</u>
Net assets, end of year	<u>\$ 2,687,317</u>	<u>\$ 2,255,115</u>

The accompanying notes are an integral part of these consolidated financial statements.

**Stanford Health Care**  
**Consolidated Statements of Cash Flows**  
**Years Ended August 31, 2014 and 2013**  
**(in thousands of dollars)**

	<u>2014</u>	<u>2013</u>
<b>Cash flows from operating activities:</b>		
Increase in net assets	\$ 432,202	\$ 552,985
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Noncontrolling interests in subsidiaries	(3,851)	(4,241)
Loss on extinguishment of swaps	71	-
Depreciation and amortization	98,634	91,992
Provision for doubtful accounts	140,678	115,762
Change in fair value of interest rate swaps	37,532	(102,928)
Increase in value of University managed pools	(176,014)	(103,329)
Unrealized gains on investments	(1,632)	(106)
Realized gains on investments	(10)	(35)
Contributions received for long lived assets or endowment and net equity transfers to/from related parties	23,156	(46,367)
Changes in operating assets and liabilities:		
Patient accounts receivable	(193,659)	(169,749)
Due to related parties	(6,059)	15,893
Other receivables, inventory, other assets, prepaid expenses and other	9,201	19,478
Accounts payable, accrued liabilities and pension liabilities	(34,222)	(33,349)
Accrued salaries and related benefits	25,653	17,653
Third-party payor settlements	8,819	(11,028)
Self-insurance reserves	6,030	(4,072)
Cash provided by operating activities	<u>366,529</u>	<u>338,559</u>
<b>Cash flows from investing activities:</b>		
Purchases of investments	(148,902)	(144,849)
Sales of investments	102,784	53,012
Purchases of investments in University managed pools	(1,473)	(106,544)
Sales of investments in University managed pools	1,676	636
Decrease (increase) in assets limited as to use and other	39,850	(1,837)
Purchases of property and equipment	(352,747)	(246,473)
Cash used in investing activities	<u>(358,812)</u>	<u>(446,055)</u>
<b>Cash flows from financing activities:</b>		
Payment of long-term debt and capital lease obligations	(12,710)	(10,793)
Contributions received for long lived assets or endowment and net equity transfers to/from related parties	23,817	58,001
Cash provided by financing activities	<u>11,107</u>	<u>47,208</u>
Net increase (decrease) in cash and cash equivalents	18,824	(60,288)
Cash and cash equivalents, beginning of year	448,831	509,119
Cash and cash equivalents, end of year	<u>\$ 467,655</u>	<u>\$ 448,831</u>
<b>Supplemental disclosures of cash flow information:</b>		
Interest paid	\$ 46,227	\$ 49,692
<b>Supplemental disclosures of non cash information:</b>		
Donated securities	\$ 24,739	\$ -
Payables for property and equipment	9,905	19,825
Equity transfers (to) from related parties, net	(19,021)	1,800

The accompanying notes are an integral part of these consolidated financial statements.

# Stanford Health Care

## Notes to Consolidated Financial Statements

(in thousands of dollars)

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### 1. Organization

In October 2014, Stanford Hospital and Clinics was renamed as Stanford Health Care (“SHC”) to reflect the range and focus of our organization and our commitment to healing humanity through science and compassion, one patient at a time. SHC operates a licensed acute care hospital (“Stanford Hospital”) and a cancer center in Palo Alto, California, along with numerous outpatient physician clinics in the San Francisco Bay Area, in community settings, and in association with regional hospitals. Stanford Hospital is a principal teaching affiliate of the Stanford University School of Medicine (“SoM”) and provides primary and specialty health services to adults, including cardiac care, cancer treatment, solid organ transplantation services, neurosciences, and orthopedics services designated by management as SHC’s “Strategic Clinical Services”. SHC, together with Lucile Salter Packard Children’s Hospital at Stanford (“LPCH”), operates the clinical settings through which the SoM educates medical and graduate students, trains residents and clinical fellows, supports faculty and community clinicians and conducts medical and biological sciences research.

The Board of Trustees of Leland Stanford Junior University (the “University”) is the sole corporate member of SHC and LPCH. As part of their ongoing operations, SHC and LPCH engage in certain related party transactions as described further in Note 14.

The consolidated financial statements include SHC’s interest in University HealthCare Alliance (“UHA”), Stanford Emanuel Radiation Oncology Center, LLC (“SEROC”), CareCounsel, LLC (“CareCounsel”), SUMIT Holding International, LLC (“SHI”), Professional Exchange Assurance Company (“PEAC”) and University HealthCare Advantage (“HealthCare Advantage”).

UHA, a physician practice management organization, supports Stanford University Medical Center’s mission of delivering quality care to the community and conducting research and education. In addition, UHA leads the development of a high quality clinical delivery network, built on collaboration with and sponsorship of community hospitals, on behalf of the SoM, SHC, and UHA physicians. The SoM and SHC are the members of UHA, and appoint directors to the governing board. Effective January 1, 2011, SHC entered into a sponsorship agreement with UHA; whereby, SHC agreed to certain funding for the development and operation of UHA and continued additional funding for future or alternative clinical sites of UHA. Additional funding by SHC to UHA for operations and capital was \$33,715 and \$30,666 for the years ending August 31, 2014 and 2013, respectively.

In fiscal year 2012, the bylaws of UHA were amended and restated and the resulting effect afforded control of UHA to SHC; therefore, the activities of UHA have been consolidated in the 2013 and 2014 financial statements of SHC.

SEROC is a joint venture between SHC and Emanuel Medical Center (“EMC”), prior to July 31, 2014. As of that date, EMC transferred its entire membership interest in SEROC to Doctors Medical Center of Modesto, Inc. (“DMC”). SEROC operates an outpatient clinic that provides radiation oncology services to patients in Turlock, California and surrounding communities. SHC’s interest in SEROC was 60% for the years ended August 31, 2014 and 2013. The remaining interest of 40% is recorded as a noncontrolling interest in unrestricted net assets on the consolidated balance sheets as of August 31, 2014 and 2013.

CareCounsel, a leading provider of employer-sponsored health advocacy and health care assistance services, was acquired by SHC effective July 18, 2012. The Bay Area company was founded in 1996 with a mission to help employees, retirees and their families navigate the complex health care environment through an employer-sponsored benefit that provides consumer education, advocacy and access to expert health care resources and information.

SHI is the sole owner of SUMIT Insurance Company Ltd. (“SUMIT”) and Stanford University Medical Network Risk Authority, LLC (“SRA”). SHC and LPCH are the owners of SHI.

# Stanford Health Care

## Notes to Consolidated Financial Statements

(in thousands of dollars)

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### 1. Organization (Continued)

SHC's share of net assets in SUMIT, a captive insurance carrier, was 73.2% and 74.9% for the years ended August 31, 2014 and 2013, respectively. LPCH's share of net assets in SUMIT was 26.8% and 25.1% for the years ended August 31, 2014 and 2013, respectively, and is recorded as a noncontrolling interest in unrestricted net assets on the consolidated balance sheets.

SRA was formed on September 19, 2012 and began operations on December 1, 2012. SRA provides risk management services to SHI, the owners of SHI and other affiliated and unaffiliated parties and serves as attorney-in-fact to PEAC. SHC's share of net assets in SRA was 82% for the years ended August 31, 2014 and 2013. The remaining interest of 18% is recorded as a noncontrolling interest in unrestricted net assets on the consolidated balance sheets as of August 31, 2014 and 2013.

PEAC, a captive insurance carrier, provides insurance coverage to UHA, Packard Children's Health Alliance and other affiliated parties. SHC's share of net assets in PEAC was 74.7% and 79.6% for the years ended August 31, 2014 and 2013, respectively. The remaining interest of 25.3% and 20.4% for the years ended August 31, 2014 and 2013, respectively, is recorded as a noncontrolling interest in unrestricted net assets on the consolidated balance sheets.

HealthCare Advantage, a non-profit public benefit corporation, provides comprehensive healthcare coverage options to elderly and disabled eligible Medicare populations of Santa Clara County through their Medicare Advantage Plan and is solely owned by SHC. This service will be offered to Medicare-eligible residents of Santa Clara County effective January 1, 2015.

### 2. Summary of Significant Accounting Policies

#### Principles of Consolidation

The consolidated financial statements include the accounts of SHC and its subsidiaries, UHA, SEROC, CareCounsel, SHI, PEAC and HealthCare Advantage which are controlled and owned more than 50% by SHC. All significant inter-company accounts and transactions are eliminated in the consolidation.

#### Basis of Presentation

The accompanying consolidated financial statements are prepared on the accrual basis of accounting. Net assets of SHC and changes therein have been classified and are reported as follows:

- **Unrestricted net assets** — Unrestricted net assets represent those resources of SHC that are not subject to donor-imposed stipulations. The only limits on unrestricted net assets are broad limits resulting from the nature of SHC and the purposes specified in its articles of incorporation or bylaws and, limits resulting from contractual agreements, if any.
- **Temporarily restricted net assets** — Temporarily restricted net assets represent contributions, which are subject to donor-imposed restrictions that can be fulfilled by actions of SHC pursuant to those stipulations or by the passage of time.
- **Permanently restricted net assets** — Permanently restricted net assets represent contributions that are subject to donor-imposed restrictions that they be maintained permanently by SHC. Generally, the donors of these assets permit SHC to use all or part of the investment return on these assets.

# Stanford Health Care

## Notes to Consolidated Financial Statements

(in thousands of dollars)

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### 2. Summary of Significant Accounting Policies (Continued)

#### **Basis of Presentation (continued)**

Expenses are generally reported as decreases in unrestricted net assets. A restriction expires when the stipulated time period has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. Temporarily restricted contributions are recorded as restricted revenue when received and when the restriction expires, the net assets are shown as released from restriction on the consolidated statements of operations and changes in net assets. Investment income on temporarily or permanently restricted assets that is restricted by donor or law is recorded within the respective net asset category, and when the restriction expires, the net assets are shown as released from restriction.

#### **Cash and Cash Equivalents**

Cash and cash equivalents include certain investments in highly liquid debt instruments with original maturities of three months or less. Cash equivalents consist primarily of demand deposits and money market mutual funds.

#### **Assets Limited as to Use, Held by Trustee**

Assets limited as to use include various accounts held by a trustee in accordance with indenture requirements. The indenture terms require that the trustee control the expenditure of bond proceeds for capital projects. Assets limited as to use consist of cash and cash equivalents and short-term investments, recorded at cost, which approximates fair value. There are no amounts required to fund current liabilities of SHC, therefore the entire amount has been classified as long-term in the consolidated balance sheets at August 31, 2014 and 2013.

#### **Inventories**

Inventories, which consist primarily of hospital operating supplies and pharmaceuticals, are stated at the lower of cost or market value determined using the first-in, first-out method.

#### **Investments**

Investments held directly by SHC consist of cash and cash equivalents and mutual funds and are stated at fair value. Fair value is determined in accordance with current accounting guidance as further described in Note 8. Investment earnings (including realized gains and losses on investments, interest, dividends and impairment loss on investment securities) are included in investment income unless the income or loss is restricted by donor or law. Income on investments of donor restricted funds is added to or deducted from the appropriate net asset category based on the donor's restriction. Unrestricted unrealized gains and losses on other than trading securities are separately reported below the excess of revenues over expenses.

#### **Investments in University Managed Pools**

Investments in University managed pools consist of funds invested in the University's Merged Pool ("MP") and Expendable Funds Pool ("EFP") (collectively the "Pools"). Under the terms of SHC's agreement with the University, the University has discretion to invest the funds in the Pools. SHC may deposit funds in the Pools at its discretion. Withdrawals from the MP and EFP require advance notice to the University. SHC accounts for its share of the Pools in accordance with current accounting guidance. The value of its share of the Pools is determined by the University and is based on the fair value of the underlying assets in the Pools.

The University allocates investment earnings to SHC from the University managed pools based on SHC's share of the Pools. Earnings include interest, dividends, distributions, investment gains and losses, and the increases or decreases in the value of SHC's share of the pools. In accordance with current accounting guidance, all investment gains and losses and increases and decreases in share value are treated as realized and included in the excess of revenues over expenses.

# Stanford Health Care

## Notes to Consolidated Financial Statements

(in thousands of dollars)

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### 2. Summary of Significant Accounting Policies (Continued)

#### Investments in University Managed Pools (continued)

The increases or decreases in the value of SHC's share of the Pools are recorded as income and gains on University managed pools unless the income is restricted by donor or law. Income on investments of donor restricted funds invested in the University managed pools is added to or deducted from the appropriate net asset category based on the donor's restriction.

#### Property and Equipment

Property and equipment are stated at cost except for donated assets, which are recorded at fair market value at the date of donation. Depreciation and amortization of property and equipment is provided using the straight-line method over the estimated useful lives of the assets, which are as follows:

Land improvements	10 to 25 years
Buildings and improvements	7 to 40 years
Equipment	3 to 20 years

Significant replacements and improvements are capitalized, while maintenance and repairs, which do not improve or extend the life of the respective assets, are charged to expense as incurred. Upon sale or disposal of property and equipment, the cost and accumulated depreciation are removed from the respective accounts, and any gain or loss is included in the consolidated statements of operations and changes in net assets.

Equipment includes medical equipment, furniture and fixtures and computer software and hardware.

Equipment under capital leases is recorded at present value at the inception of the leases and is amortized on the straight-line method over the shorter of the lease term or the estimated useful life of the equipment. The amortization of the assets recorded under capital leases is included in depreciation and amortization expense in the accompanying consolidated statements of operations and changes in net assets.

Interest costs incurred on borrowed funds during the period of construction of capital assets is capitalized, net of any interest earned, as a component of the cost of acquiring those assets.

#### Asset Retirement Obligations

Asset retirement obligations ("ARO") are legal obligations associated with the retirement of long-lived assets. These liabilities are initially recorded at fair value as other long-term liabilities and the related asset retirement costs are capitalized by increasing the carrying amount of the related assets by the same amount as the liability. Asset retirement costs are subsequently accreted over the useful lives of the related assets. SHC recorded current period accretion expense of \$367 and \$350 in the consolidated statements of operations and changes in net assets for the years ended August 31, 2014 and 2013, respectively. ARO liability of \$7,133 and \$7,772 is included in other long-term liabilities on the consolidated balance sheets as of August 31, 2014 and 2013, respectively.

#### Other Assets

Other assets include deferred financing costs, long-term portion of contributions receivable, investments in Stanford PET-CT, LLC ("PET-CT"), intangible assets and other long-term assets.

Deferred financing costs represent costs incurred in conjunction with the issuance of SHC's long-term debt. These costs are amortized on a straight-line basis, which approximates the effective interest method, over the life of the debt.



# Stanford Health Care

## Notes to Consolidated Financial Statements

(in thousands of dollars)

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### 2. Summary of Significant Accounting Policies (Continued)

#### Other Assets (continued)

PET-CT is a California limited liability company which provides radiological services to patients of the community, including patients served by SHC and physicians affiliated with the SoM. SHC and the University each appoint one-half of the members of the governing board of PET-CT and are its only members. SHC's interest in PET-CT was 50% for the years ended August 31, 2014 and 2013. As SHC has 50% ownership and does not have control, these investments are recorded using the equity method.

#### Contributions Receivable

Unconditional promises to give ("contributions") are recorded at fair value at the date the promise is received. Donations for specific purposes are reported as either temporarily or permanently restricted net assets. Contributions to be received after one year are discounted at an appropriate discount rate commensurate with the risks involved and applicable to the years in which the promises are received, and recorded in their respective net asset category. In accordance with current accounting guidance, the discount rates were determined using the risk free rate adjusted for the risk of donor default. Amortization of the discount is included in contributions and other in the consolidated statements of operations and changes in net assets. Conditional promises to give are recognized when the condition is substantially met.

#### Premiums and Discounts on Long-Term Debt

Premiums and discounts arising from the original issuance of long-term debt are amortized on either the effective interest method or the straight-line basis, which approximates the effective interest method, over the life of the debt. The unamortized portion of these premiums and discounts are included in long-term debt on the consolidated balance sheets.

#### Interest Rate Swap Agreements

SHC has entered into several interest rate swap agreements, also known as risk management or derivative instruments, to reduce the effect of interest rate fluctuation on its variable rate bonds. All swaps are recognized on the consolidated balance sheets at their fair value in accordance with current accounting guidance. Changes in the fair value of interest rate swaps are included in excess of revenues over expenses. The net cash payments or receipts under the interest rate swap agreements have been recorded as an increase (decrease) to interest expense.

#### Excess of Revenues over Expenses

The consolidated statements of operations include excess of revenues over expenses. Changes in unrestricted net assets which are excluded from excess of revenues over expenses, include transfers of assets to and from affiliates for other than goods and services, change in unrealized gains and losses on marketable investments, contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets), changes in pension and postretirement liability and other changes related to noncontrolling interests.

#### Net Patient Service Revenue

Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payers including Medicare and Medi-Cal, and others for services rendered, including estimated retroactive audit adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods, as final settlements are determined. Contracts, laws and regulations governing the Medicare and Medi-Cal programs are complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates may change by a material amount in the near term.

## **Stanford Health Care**

### **Notes to Consolidated Financial Statements**

**(in thousands of dollars)**

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#### **2. Summary of Significant Accounting Policies (Continued)**

##### **Net Patient Service Revenue (continued)**

The provision for doubtful accounts is based upon management's assessment of expected net collections considering historical experience and other collection indicators. Throughout the year, management assesses the adequacy of the allowance for uncollectible accounts based upon historical write-off experience. The results of this review are then used to make any modifications to the provision for doubtful accounts to establish an appropriate allowance for uncollectible accounts.

##### **Charity Care**

SHC provides either full or partial charity care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Amounts determined to qualify as charity care are not reported as net patient service revenue. SHC also provides services to other indigent patients under Medi-Cal and other publicly sponsored programs, which reimburse at amounts less than the cost of the services provided to the recipients. The difference between the cost of services provided to these indigent persons and the expected reimbursement is included in the estimated cost of charity care.

##### **Premium Revenue**

UHA has capitated agreements with various health maintenance organizations ("HMOs") to provide medical services to enrollees. Under these agreements, monthly payments are received based on the number of health plan enrollees. These receipts are recorded as premium revenue in the consolidated statements of operations and changes in net assets. Costs are accrued when services are rendered under these contracts, including cost estimates of incurred but not reported ("IBNR") claims. The IBNR accrual (which is included in accounts payable and accrued liabilities in the consolidated balance sheets) includes an estimate of the costs of services for which UHA is responsible, including referrals to outside healthcare providers.

##### **Income Taxes**

SHC and UHA are not-for-profit corporations and tax-exempt pursuant to Section 501(c)(3) of the Internal Revenue Code. SEROC, CareCounsel and SHI are limited liability companies and taxable income flows through to the individual members. SUMIT is currently exempt from all taxes until March 31, 2035. SRA is a limited liability company, but has elected to be taxed as a corporation. PEAC is a taxable corporation. SHC has no uncertain tax positions pertaining to unrelated business income.

## Stanford Health Care

### Notes to Consolidated Financial Statements

(in thousands of dollars)

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#### 2. Summary of Significant Accounting Policies (Continued)

##### Self-Insurance Plans

SHC self-insures for professional liability risks, postretirement medical benefits, workers' compensation and health and dental benefits. These liabilities are reflected as self-insurance reserves in the consolidated balance sheets.

- **Professional Liability** — SHC is self-insured through SUMIT for medical malpractice and general liability losses under claims-made coverage. SHC also maintains professional liability reserves for claims not covered by SUMIT which totals \$4,850. Since September 1, 2005, SUMIT has retained 100% of the risk related to the first \$15,000 per occurrence. The next \$115,000 is transferred to various reinsurance companies. Prior to September 1, 2005, SHC maintained various coverage limits.
- **Postretirement Medical Benefits** — Liabilities for post-retirement medical claims for current and retired employees are actuarially determined.
- **Workers' Compensation** — SHC purchases insurance for workers' compensation claims with a \$750 deductible per occurrence. Workers' compensation insurance provides statutory limits for the State of California. An actuarial estimate of retained losses (or losses retained within the deductible) has been used to record a liability.
- **Health and Dental** — Liabilities for health and dental claims for current employees are based on estimated costs.

##### Fair Value of Financial Instruments

Due to the short-term nature of cash and cash equivalents, accounts payable and accrued liabilities, and accrued salaries and related benefits, their carrying value approximates their fair value. The fair value of the amounts payable under third-party reimbursement contracts is not readily determinable. The fair value of long-term debt is estimated based on quoted market prices for the bonds or similar financial instruments.

##### Concentration of Credit Risk

Financial instruments, which potentially subject SHC to concentrations of credit risk, consist principally of cash and cash equivalents, patient accounts receivable, and investments in University managed pools.

SHC's concentration of credit risk relating to patient accounts receivable is limited by the diversity and number of patients and payers. Patient accounts receivable consist of amounts due from commercial insurance companies, governmental programs, private pay patients and other third-party payers.

##### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The most significant estimates relate to patient accounts receivable allowances, amounts due to third party payers, retirement plan obligations, and self-insurance reserves. Actual results could differ from those estimates.

##### Reclassification

Certain reclassifications have been made to the 2013 notes to the consolidated financial statements to conform to the 2014 presentation.

# Stanford Health Care

## Notes to Consolidated Financial Statements

(in thousands of dollars)

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### 2. Summary of Significant Accounting Policies (Continued)

#### Recent Pronouncements

The Financial Accounting Standards Board (“FASB”) Accounting Standards Codification (“ASC”) is the sole source of authoritative non-governmental U.S. generally accepted accounting principles.

In December 2011, the FASB issued an update to the ASC which expanded the required disclosures about offsetting and related arrangements of an entity’s financial assets and liabilities. The disclosures are intended to provide additional information to assist financial statement users in understanding the effect of those arrangements on the entity’s financial position. This guidance was effective for annual periods beginning on or after January 1, 2013 and did not impact SHC’s financial statement disclosures.

In July 2012, the FASB issued an update to the ASC that allows an entity to first assess qualitative factors to determine whether it is necessary to perform the two-step quantitative impairment test on indefinite-lived intangible assets. This guidance was effective for fiscal periods beginning after September 15, 2012 and did not impact SHC’s consolidated financial statements.

In October 2012, the FASB issued an update to the ASC to improve consistency in practice about how to classify cash receipts arising from the sale of certain donated financial assets, such as securities, in the statement of cash flows. The guidance was effective for periods beginning after June 15, 2013 and did not materially impact SHC’s consolidated financial statements.

In May 2014, the FASB issued an update to the ASC to improve the consistency of revenue recognition practices across industries for economically similar transactions. The core principle is that an entity recognizes revenue for goods or services to customers in an amount that reflects the consideration it expects to receive in return. The guidance is effective for periods beginning after December 15, 2016. SHC is currently evaluating the impact that this guidance will have on its consolidated financial statements.

## Stanford Health Care

### Notes to Consolidated Financial Statements

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#### 3. Net Patient Service Revenue

SHC has agreements with third-party payers that provide for payments at amounts different from SHC's established rates. A summary of payment arrangements with major third-party payers follows:

- **Medicare** — Inpatient acute care services rendered to Medicare program beneficiaries are paid at prospectively determined rates per discharge. These rates vary according to a patient classification system that is based on clinical, diagnostic and other factors. Medicare reimburses hospitals for covered outpatient services rendered to its beneficiaries by way of an outpatient prospective payment system based on ambulatory payment classifications. SHC's classification of patients under the Medicare program and the appropriateness of their admission are subject to an independent review.

Inpatient non-acute services, certain outpatient services and medical education costs related to Medicare beneficiaries are paid based, in part, on a cost reimbursement methodology. SHC is reimbursed for cost reimbursable items at a tentative rate with final settlement of such items determined after submission of annual cost reports and audits thereof by the Medicare fiscal intermediary. The estimated amounts due to or from the program are reviewed and adjusted annually based on the status of such audits and any subsequent appeals. Differences between final settlements and amounts accrued in previous years are reported as adjustments to net patient service revenue in the year examination is substantially completed. SHC's Medicare cost reports have been audited by the Medicare fiscal intermediary through August 31, 2005. Professional services are reimbursed based on a fee schedule.

- **Medi-Cal** — Inpatient services rendered to Medi-Cal program beneficiaries are reimbursed under a contract at a prospectively determined negotiated per diem rate. Outpatient services are reimbursed based upon prospectively determined fee schedules. Professional services are reimbursed based on a fee schedule.
- **Managed Care Organizations** — SHC has entered into agreements with numerous non-government third-party payers to provide patient care to beneficiaries under a variety of payment arrangements. These include arrangements with:
  - Commercial insurance companies, including workers' compensation plans, which reimburse SHC at negotiated charges.
  - Managed care contracts such as those with HMOs and PPOs, which reimburse SHC at contracted or per diem rates, which are usually less than full charges.
  - Counties in the State of California, which reimburse SHC for certain indigent patients covered under county contracts.
- **Uninsured** — For uninsured patients that do not qualify for charity care, SHC recognizes revenue on the basis of its standard rates for services less an uninsured discount applied to the patient's account that approximates the average discount for managed care payers.

**Stanford Health Care**  
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**3. Net Patient Service Revenue (Continued)**

Patient service revenue, net of contractual allowances (but before provision for doubtful accounts), by major payor for the years ended August 31 is as follows:

	<u>2014</u>	<u>2013</u>
Medicare	\$ 564,361	\$ 514,500
Medi-Cal	48,453	74,251
Managed Care - Discounted Fee for Services	2,077,301	1,832,118
Self pay and other	246,277	216,180
Related party	<u>43,675</u>	<u>42,316</u>
Patient service revenue, net of contractual allowances	\$ 2,980,067	\$ 2,679,365
Provision for doubtful accounts	(140,678)	(115,762)
Net patient service revenue	<u>\$ 2,839,389</u>	<u>\$ 2,563,603</u>

SHC recognized net patient service revenue adjustments of \$1,341 and \$1,399 as a result of prior years favorable and unfavorable developments related to reimbursement for the years ended August 31, 2014 and 2013, respectively. SHC also recognized revenues of \$21 and \$10,049 as a result of prior years appeals settled during the years ended August 31, 2014 and 2013, respectively.

Amounts due from Blue Cross, Medicare, and Blue Shield as a percentage of net patient accounts receivable at August 31 are as follows:

	<u>2014</u>	<u>2013</u>
Blue Cross	18%	21%
Medicare	13%	14%
Blue Shield	14%	13%

SHC does not believe significant credit risks exist with these payers.

**California Hospital Quality Assurance Fee Program**

The State of California enacted legislation in 2009 which established a Hospital Quality Assurance Fee ("QAF") Program and a Hospital Fee Program. These programs imposed a provider fee on certain California general acute care hospitals that, combined with federal matching funds, would be used to provide supplemental payments to certain hospitals and support the State's effort to maintain health care coverage for children. The effective period of this Hospital Fee Program was April 1, 2009 through December 31, 2010. The State received final approval from the Centers for Medicare & Medicaid Services ("CMS") in December of 2010 on the rates. Subsequent legislation extended the QAF and Hospital Fee programs from January 1, 2011 through June 30, 2011, which was approved by CMS in December 2011. Additional legislation extended the QAF and Hospital Fee programs from July 1, 2011 through December 31, 2013. In June 2012, CMS approved the fee-for-service Medi-Cal supplement payments portion of this thirty month extension. In June 2013, CMS approved twenty four months of the managed care supplemental payments portion of this thirty month extension.

SHC recognized \$9,543 and \$50,090 in net patient service revenue under these programs and \$7,581 and \$28,730 in other expense for QAF to the California Department of Health Care Services for the years ended August 31, 2014 and 2013, respectively.



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**4. Charity Care and Uncompensated Costs**

SHC engages in numerous community benefit programs and services. These services include health research, education and training and other benefits for the larger communities that are excluded from the information below.

Uncompensated charity care is provided to vulnerable populations. Additionally, Medi-Cal and Medicare program reimbursements do not cover the estimated costs of services provided.

Information related to SHC's charity care for the years ended August 31 is as follows:

	<u>2014</u>	<u>2013</u>
Charity care at established rates	\$ 63,789	\$ 81,077
Estimated cost of charity care, net	\$ 14,792	\$ 19,595

The estimated cost of providing charity care is based on a calculation which applies a ratio of costs to charges to the gross uncompensated charges associated with providing care to charity patients. The ratio of cost to charges is calculated based on SHC's total expenses divided by gross patient service charges. SHC received \$684 and \$652 during the years ended August 31, 2014 and 2013, respectively, from contributions that were restricted for the care of indigent patients.

Estimated cost of services in excess of reimbursement for the years ended August 31 is as follows:

	<u>2014</u>	<u>2013</u>
Charity care	\$ 14,792	\$ 19,595
Medi-Cal	148,896	116,504
Medicare	327,355	272,638
Total	<u>\$ 491,043</u>	<u>\$ 408,737</u>

**5. The American Recovery and Reinvestment Act of 2009**

The American Recovery and Reinvestment Act of 2009 ("ARRA") increased domestic spending on education, infrastructure and health care, including up to \$31 billion in new spending on health information technology, most of which is for incentive payments to physicians and hospitals through the Medicare and Medicaid ("Medi-Cal") programs. On July 13, 2010, CMS issued two final rules related to the adoption and dissemination of electronic health records ("EHRs"). One of the rules defines the "meaningful use" requirements that hospitals and other providers must meet to qualify for federal incentive payments for adopting certified EHRs under ARRA, and the other final rule describes the technical capabilities required for certified EHR technology.

The Medi-Cal Electronic Health Record Incentive Program provides incentive payments to eligible hospitals, physicians and certain other professionals ("Providers") as they adopt, implement, or upgrade certified EHR technology in their first year of participation and demonstrate meaningful use for up to five remaining participation years. Medi-Cal EHR incentive payments to Providers are paid through the California Department of Health Care Services ("DHCS"), but are 100% federally funded.

**Stanford Health Care**  
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**5. The American Recovery and Reinvestment Act of 2009 (Continued)**

The Medicare incentive payments to individual hospitals are made over a four-year, front-weighted period. Hospitals that fail to become meaningful users of EHRs (and fail to submit quality data) by 2015 will be subject to penalties in the form of a reduction in Medicare payments. The Medi-Cal incentives are also received in four front-weighted annual payments, but are subject to more flexible payment and compliance standards than Medicare incentive payments. There are no Medi-Cal payment adjustments related to the failure to comply with meaningful use requirements. SHC recognized \$5,458 and \$7,665 of EHR incentives in other revenue for the years ended August 31, 2014 and 2013, respectively, related to the Medi-Cal EHR incentive program.

**6. Contributions Receivable**

Current and long-term portions of contributions receivable are included in other receivables and other assets in the consolidated balance sheets, respectively, and contribution revenue is included in the financial statements in the appropriate net asset category. Contributions are recorded at the discounted net present value of the future cash flows, adjusted for the risk of donor default, using a discount rate of 2.01% for new receivables recorded in 2014 and ranging from 1.20% to 3.62% for receivables recorded in 2013.

Contributions receivable at August 31 are expected to be realized in the following periods:

	<u>2014</u>	<u>2013</u>
In one year or less	\$ 16,220	\$ 19,744
Between one year and five years	224,669	217,922
More than five years	<u>25,348</u>	<u>88,160</u>
	266,237	325,826
Less: discount/allowance	<u>(26,338)</u>	<u>(32,366)</u>
Total contributions receivable, net	239,899	293,460
Less: current portion	<u>(15,183)</u>	<u>(18,834)</u>
Contributions receivable, net of current portion	<u>\$ 224,716</u>	<u>\$ 274,626</u>

Contributions receivable at August 31 are to be utilized for the following purposes:

	<u>2014</u>	<u>2013</u>
Plant replacement and expansion	\$ 262,156	\$ 320,442
Indigent care and other	<u>4,081</u>	<u>5,384</u>
Total	<u>\$ 266,237</u>	<u>\$ 325,826</u>

There were no conditional pledges at August 31, 2014 and 2013.

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**7. Investments and Investments in University Managed Pools**

The composition of investments held directly by SHC at August 31 is as follows:

	2014		2013	
	Cost	Fair Value	Cost	Fair Value
Short Term Investments:				
Mutual funds	\$ 100,840	\$ 100,970	\$ 50,141	\$ 49,636
Investments:				
Cash and cash equivalents	\$ 56,826	\$ 56,826	\$ 78,607	\$ 78,607
Mutual funds	57,167	58,214	45,783	46,773
Other	5,826	5,826	-	-
Total	\$ 119,819	\$ 120,866	\$ 124,390	\$ 125,380

The composition of investments in University managed pools at August 31 is as follows:

	Fair Value	
	2014	2013
Investments in University managed pools:		
Merged Pool	\$ 1,354,539	\$ 1,177,287
Securities	23,891	-
Expendable Funds Pool	4,955	4,608
Total	\$ 1,383,385	\$ 1,181,895

The Merged Pool ("MP") is the primary investment pool in which funds are invested. The MP is invested with the objective of maximizing long-term total return. It is a unitized pool in which the fund holders purchase investments and withdraw funds based on a monthly share value. The MP's investments at August 31, 2014 and 2013 consist of approximately 7% and 5% cash and cash equivalents, 5% and 5% fixed income, 26% and 23% public equity securities, 9% and 10% real estate, 8% and 8% natural resources, 21% and 25% absolute returns, and 24% and 24% private equity securities, respectively.

The securities were donated in August 2014 and recorded at fair market value as of August 31, 2014. The University plans to sell the securities and invest the funds in the MP during fiscal year 2015.

**8. Fair Value Measurements**

Current accounting guidance defines fair value as the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability.

The fair value should be calculated based on assumptions that market participants would use in pricing the asset or liability, not on assumptions specific to the entity. In addition, the fair value of liabilities should include consideration of non-performance risk.

## **Stanford Health Care**

### **Notes to Consolidated Financial Statements**

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#### **8. Fair Value Measurements (Continued)**

In addition to defining fair value, this guidance expands the disclosure requirements around fair value and establishes a fair value hierarchy for valuation inputs. The hierarchy prioritizes the inputs into three levels based on the extent to which inputs used in measuring fair value are observable in the market. Each fair value measurement is reported in one of the three levels which are determined by the lowest level input that is significant to the fair value measurement in its entirety.

These levels are:

Level 1: Quoted prices are available in active markets for identical assets or liabilities as of the measurement date. Financial assets and liabilities in Level 1 include U.S. Treasury securities and listed equities.

Level 2: Pricing inputs are based on quoted market prices for similar instruments in active markets, quoted prices for identical or similar instruments in inactive markets, and model-based valuation techniques for which all significant assumptions are observable in the market or can be corroborated by observable market data for substantially the full term of the assets or liabilities. Financial assets and liabilities in this category generally include asset-backed securities, corporate bonds and loans, municipal bonds and interest rate swap instruments.

Level 3: Pricing inputs are generally unobservable for the assets or liabilities and include situations where there is little, if any, market activity for the investment. The inputs into the determination of the fair value require management's judgment or estimation of assumptions that market participants would use in pricing the assets or liabilities. The fair values are therefore determined using factors that involve considerable judgment and interpretations, including but not limited to private and public comparables, third party appraisals, discounted cash flow models, and fund manager estimates.

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**8. Fair Value Measurements (Continued)**

The following table summarizes SHC's assets and liabilities measured at fair value on a recurring basis as of August 31, based on the inputs used to value them:

	<b>2014</b>			<b>Total</b>
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	
<b>Assets</b>				
Cash and cash equivalents	\$ 467,655	\$ -	\$ -	\$ 467,655
Short term investments	-	100,970	-	100,970
Assets limited as to use, held by trustee	491,594	-	-	491,594
Investments	56,826	58,214	5,826	120,866
Investments in University managed pools	23,891	1,359,494	-	1,383,385
Total assets	<u>\$1,039,966</u>	<u>\$1,518,678</u>	<u>\$ 5,826</u>	<u>\$2,564,470</u>
<b>Liabilities</b>				
Interest rate swap instruments	<u>\$ -</u>	<u>\$ 155,984</u>	<u>\$ -</u>	<u>\$ 155,984</u>
<b>2013</b>				
	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Total</b>
<b>Assets</b>				
Cash and cash equivalents	\$ 448,831	\$ -	\$ -	\$ 448,831
Short term investments	-	49,636	-	49,636
Assets limited as to use, held by trustee	531,444	-	-	531,444
Investments	78,607	46,773	-	125,380
Investments in University managed pools	-	1,181,895	-	1,181,895
Total assets	<u>\$1,058,882</u>	<u>\$1,278,304</u>	<u>\$ -</u>	<u>\$2,337,186</u>
<b>Liabilities</b>				
Interest rate swap instruments	<u>\$ -</u>	<u>\$ 133,255</u>	<u>\$ -</u>	<u>\$ 133,255</u>

The table below sets forth a summary of the changes in the fair value of the level 3 investments for the year ended August 31:

	<b>2014</b>
Balance, beginning of year	\$ -
Purchases	5,826
Balance, end of year	<u>\$ 5,826</u>

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**9. Property and Equipment**

Property and equipment consist of the following as of August 31:

	<u>2014</u>	<u>2013</u>
Land and improvements	\$ 28,177	\$ 28,196
Buildings and improvements	1,020,692	926,512
Equipment	<u>766,221</u>	<u>718,682</u>
	1,815,090	1,673,390
Less: Accumulated depreciation	(1,082,021)	(984,931)
Construction-in-progress	<u>672,793</u>	<u>455,019</u>
Property and equipment, net	<u>\$ 1,405,862</u>	<u>\$ 1,143,478</u>

Depreciation and amortization expense totaled \$100,625 and \$94,080 for the years ending August 31, 2014 and 2013, respectively, and is included in the consolidated statements of operations and changes in net assets.

As of August 31, 2014, medical equipment acquired under capital leases totaled \$6,472 and is included in property and equipment in the consolidated balance sheets. Amortization expense under capital leases is included in depreciation expense in the consolidated statements of operations and changes in net assets. Accumulated amortization was \$6,472 and \$6,413 as of August 31, 2014 and 2013, respectively.

Interest expense on debt issued for construction projects and income earned on the funds held pending use are capitalized until the projects are placed in service and depreciated over the estimated useful life of the asset. Capitalized interest expense net of capitalized investment income was \$19,084 and \$18,758 for the years ended August 31, 2014 and 2013, respectively.



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**10. Long-Term Debt**

SHC's outstanding debt at August 31 is summarized below:

	Year of Maturity	Interest Rates 2014/2013	Outstanding Principal	
			2014	2013
<b>Fixed Rate Obligations</b>				
2008 Series A1 Refunding Revenue Bonds	2040	2.25% to 5.15%	\$ 68,785	\$ 69,485
2008 Series A2 Refunding Revenue Bonds	2040	1.00% to 5.25%	101,750	102,775
2008 Series A3 Refunding Revenue Bonds	2040	1.00% to 5.50%	82,240	83,065
2010 Series A Refunding Revenue Bonds	2031	4.00% to 5.75%	135,305	140,200
2010 Series B Refunding Revenue Bonds	2036	4.50% to 5.75%	146,710	146,710
2012 Series A Revenue Bonds	2051	5.00%	340,000	340,000
2012 Series B Refunding Revenue Bonds	2023	2.00% to 5.00%	58,520	63,555
Promissory note	2014	7.03%	-	174
<b>Variable Rate Obligations</b>				
2008 Series B Refunding Revenue Bonds	2045	0.08%/0.11%	168,200	168,200
2012 Series C Revenue Bonds	2051	0.13%/0.14%	60,000	60,000
2012 Series D Revenue Bonds	2051	0.71%/0.74%	100,000	100,000
Total principal amounts			1,261,510	1,274,164
Unamortized original issue premiums/discounts, net			46,189	48,972
Current portion of long-term debt			(11,700)	(12,654)
Debt subject to short-term remarketing arrangements			(228,200)	(228,200)
Long-term portion, net of current portion			<u>\$ 1,067,799</u>	<u>\$ 1,082,282</u>

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### Notes to Consolidated Financial Statements

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#### 10. Long-Term Debt (Continued)

In June 2008, the California Health Facilities Financing Authority (“CHFFA”), on behalf of SHC, issued Variable Rate Demand Bonds (“VRDB’s”) in the aggregate principal amount of \$428,500 (the “2008 Bonds”) to refund its previously issued 2006 Bonds. The 2008 Bonds were comprised of \$260,300 of 2008 Series A VRDB’s that were issued as Series A-1, Series A-2, and Series A-3; and \$168,200 of 2008 Series B VRDB’s that were issued as Series B-1 and Series B-2.

In June 2009, SHC remarketed the 2008 Series A-1 bonds in the aggregate principal amount of \$70,500. In June 2010, SHC converted the 2008 Series A-1 bonds from an annual put mode to a long-term fixed interest rate mode. The remarketing of the 2008 Series A-1 bonds generated an original issue premium of approximately \$140; that, pursuant to the requirements of the underlying documents, was used to reduce the principal amount of the bonds from \$70,500 to \$70,360.

In June 2010, CHFFA, on behalf of SHC, issued fixed rate revenue bonds in the aggregate principal amount of \$296,055 (the “2010 Bonds”). The 2010 Bonds were comprised of \$149,345 of 2010 Series A bonds, proceeds of which were used to refund the 1998B bonds, and \$146,710 of 2010 Series B bonds, proceeds of which were used to refund the 2003 Series B, C and D bonds.

In June 2011, SHC remarketed the 2008 Series A-2, A-3 and B-2 bonds in the aggregate principal amount of \$272,365. SHC converted the 2008 Series A-2 bonds from a weekly interest rate mode and the 2008 Series A-3 bonds from a multi-annual put mode to a long-term fixed interest rate mode. The remarketing of the 2008 Series A-3 bonds generated an original issue premium of approximately \$1,535; that, pursuant to the requirements of the underlying documents, was used to reduce the principal amount of the bonds from \$85,700 to \$84,165. SHC converted the 2008 Series B-2 bonds from a weekly interest rate mode to a commercial paper mode. As a part of the conversion, the 2008 Series B-2 bonds were split into two sub-series in the amount of \$42,050 each. Bonds in a commercial paper mode are remarketed for various periods that can be no longer than 270 days and are established at the beginning of each commercial paper rate period. Bondholders in a commercial paper mode have the option to tender their bonds only at the end of the commercial paper rate period.

In May 2012, CHFFA, on behalf of SHC, issued four series of revenue bonds in the aggregate principal amount of \$568,320 (the “2012 Bonds”). The 2012 Bonds were comprised of \$340,000 of 2012 Series A bonds, \$68,320 of Series B bonds, \$60,000 of Series C bonds and \$100,000 of Series D bonds. Proceeds of the 2012 Series A, C and D bonds will be used to finance a portion of the new Stanford Hospital. Proceeds of the 2012 Series B bonds were used to advance refund the 2003 Series A bonds.

The 2008 Series B-1 bonds are in a weekly interest rate mode and are remarketed every 7 days at the then prevailing interest rate. Bondholders in a weekly interest rate mode have the option of tendering their bonds on a weekly basis. The 2012 Series C bonds are in a Windows weekly floating index mode and cannot be tendered for 180 days after a 30 day notice and remarketing period. The 2008 Series B bonds and the 2012 Series C bonds are supported by SHC’s self-liquidity and are classified as current liabilities. The 2012 Series D bonds are also in a floating index mode with monthly interest rate resets and were directly placed with U.S. Bank. The 2012 Series D bonds are not subject to remarketing or tender until May 23, 2019 and are classified as long-term liabilities.

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**10. Long-Term Debt (Continued)**

The 2012 Bonds, together with the 2010 Bonds and 2008 Bonds are collectively referred to as the "Revenue Bonds". The Revenue Bonds are limited obligations of CHFFA and are payable solely from payments made by SHC. Payments of principal and interest on the Revenue Bonds are collateralized by a pledge against the revenues of SHC secured under a master trust indenture between SHC and the master trustee. The master trust indenture includes, among other things, limitations on additional indebtedness, liens on property, restrictions on the disposition or transfer of assets, and maintenance of certain financial ratios. SHC may redeem the Revenue Bonds, in whole or in part, prior to the stated maturities. Total debt outstanding under the master trust indenture is in the aggregate principal amounts of \$1,261,510 and \$1,273,990 as of August 31, 2014 and 2013, respectively.

Scheduled principal payments on long-term debt including unsecured promissory notes are summarized below:

	<u>Scheduled Maturities</u>	<u>Bonds Supported by SHC Liquidity</u>	<u>Total</u>
2015	\$ 11,700	\$ 228,200	\$ 239,900
2016	13,255	-	13,255
2017	13,240	-	13,240
2018	13,335	-	13,335
2019	14,505	-	14,505
Thereafter	967,275	-	967,275
	<u>\$ 1,033,310</u>	<u>\$ 228,200</u>	<u>\$ 1,261,510</u>

The scheduled principal payments above represent the annual payments required under debt repayment schedules. The current portion of long-term obligations, including debt subject to short term remarketing arrangements, includes payments scheduled to be made in 2015 and the VRDB's supported by SHC's liquidity. The VRDB's supported by self-liquidity provide the bondholder with an option to tender the bonds to SHC. Generally accepted accounting principles require that bonds supported by SHC's liquidity be classified as current liabilities.

The estimated fair value of the Revenue Bonds as of August 31, 2014 and 2013 was \$1,371,231 and \$1,285,951, respectively, and is considered level 2 based on the inputs used to value the Revenue Bonds as defined in Note 8.

In 1998, SHC advance refunded its 1993 bonds in the amount of \$89,520 by issuing the 1998 Series B bonds. In 2012, SHC advance refunded its 2003 Series A bonds in the amount of \$74,110 by issuing the 2012 Series B bonds. As of August 31, 2014 and 2013, \$27,295 and \$96,200, respectively, of advance refunded bonds, which are considered extinguished, remain outstanding.

**Interest Rate Swap Agreements**

SHC has entered into various interest rate swap agreements ("swap agreements") with varying maturities through November 2051. SHC uses swap agreements, also known as risk management or derivative instruments, principally to manage interest rate risk and has entered into derivatives to lock in fixed rates for anticipated issuance and refunding of debt. By using swap agreements to manage the risk of changes in interest rates, SHC exposes itself to credit risk and market risk. Credit risk is the failure of the counterparty to perform under the terms of the swap agreements. When the fair value of a swap agreement is positive, the counterparty owes SHC, which creates credit risk. When the fair value of a swap agreement is negative, SHC owes the counterparty and, therefore, it does not possess credit risk.

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**10. Long-Term Debt (Continued)**

**Interest Rate Swap Agreements (continued)**

SHC minimizes its credit risk by entering into swap agreements with at least two counterparties and requiring the counterparty to post collateral for the benefit of SHC based on the credit rating of the counterparty and the fair value of the swap agreement. Market risk is the adverse effect on the value of a financial instrument that results from a change in interest rates. The market risk associated with interest rate changes is managed by establishing and monitoring parameters that limit the types and degree of market risk that may be undertaken.

SHC maintains interest rate swap programs on certain of its variable rate revenue bonds. These bonds expose SHC to variability in interest payments due to changes in interest rates. Management believes that it is prudent to limit the variability of its interest payments. To meet this objective and to take advantage of low interest rates, SHC entered into various interest rate swap agreements to manage fluctuations in cash flows resulting from interest rate risk. Certain of these agreements involve the exchange of fixed rate payments for variable rate payments based on a percentage of the One Month London Interbank Offered Rate ("LIBOR"). In November 2012, SHC amended the terms of the 2008 Series A-2 and A-3 swap agreements to suspend cash flows until November 15, 2016. In conjunction with this amendment, SHC moved one of the swap agreements to a new counterparty. In February 2014, SHC terminated the 2008 B-1 and B-2 swap agreements. As a result of the termination, a loss of \$71 was included in loss on extinguishment of swaps for the year ended August 31, 2014.

The following is a summary of the outstanding positions under these interest rate swap agreements at August 31, 2014:

Description	Current Notional	Maturity Date	Rate Paid	Rate Received
Series 2003B	\$ 48,800	11/15/2036	3.365%	70% 1-month LIBOR
Series 2003C	48,700	11/15/2036	3.365%	70% 1-month LIBOR
Series 2003D	52,500	11/15/2036	3.365%	70% 1-month LIBOR
Subtotal LIBOR Swaps	150,000			
Series 2008A1	68,925	11/01/2040	3.693%	70% 1-month LIBOR
Series 2008A2	102,775	11/15/2051	3.999%	67% 1-month LIBOR
Series 2008A3	84,600	11/15/2051	3.902%	67% 1-month LIBOR
Subtotal LIBOR Swaps	256,300			
Series 2012A	68,350	11/15/2045	4.081%	67% 1-month LIBOR
Series 2012B	68,375	11/15/2045	4.077%	67% 1-month LIBOR
Series 2012C	34,175	11/15/2045	4.008%	67% 1-month LIBOR
Subtotal Forward Swaps	170,900			
Total	\$ 577,200			

SHC designates its interest rate swaps that are used to minimize the variability in cash flows of interest-bearing liabilities or forecasted transactions caused by changes in interest rates as hedging instruments at the inception of each contract, with the intention of maintaining hedge accounting treatment over the term of the agreement. However, circumstances may arise whereby the representations made at the inception of the agreement became invalid, or the structure of the bonds is changed, resulting in de-designation of the hedge. In June 2008, the underlying bonds that were being hedged were refinanced and as a result, none of the swap agreements are treated as a hedge for accounting purposes.

**Stanford Health Care**  
**Notes to Consolidated Financial Statements**  
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**10. Long-Term Debt (Continued)**

**Interest Rate Swap Agreements (continued)**

The fair value of interest rate swaps (all of which are designated as non-hedging instruments) is shown on the balance sheets as of August 31 as follows:

<u>Description</u>	<u>Fair Value</u>		<u>Balance Sheet Location</u>
	<u>2014</u>	<u>2013</u>	
Fixed Payment Swaps	\$ 155,984	\$ 133,255	Other long-term liabilities

The change in fair value of the interest rate swaps (all of which are designated as non-hedging instruments) is shown on the consolidated statements of operations and changes in net assets for the years ended August 31 as follows:

<u>Description</u>	<u>Unrealized (Losses) Gains</u>		<u>Statement of Operations Location</u>
	<u>2014</u>	<u>2013</u>	
Fixed Payment Swaps	\$(37,532)	\$102,928	Interest rate swap mark to market adjustments

Certain swap agreements require posting of collateral by SHC or the counterparties should the fair market value of the swap agreements exceed a predetermined threshold dollar amount. The collateral thresholds reflect the current credit ratings issued by major credit rating agencies on SHC's and the counterparty's debt. Declines in SHC's or the counterparties' credit ratings would result in decreases in the collateral thresholds and consequently, the potential for additional collateral postings by SHC or the counterparty. In lieu of posting cash as collateral under its swap agreements, SHC posted a stand-by letter of credit with one of its counterparties. In November 2012, SHC moved one of its swap agreements to a new counterparty. As a result, the stand-by letter of credit was terminated and no additional collateral has been required.

Upon the occurrence of certain events of default or termination events identified in the derivative contracts, either SHC or the counterparty could terminate the contracts in accordance with their terms. Termination results in the payment of a termination amount by one party that attempts to compensate the other party for its economic losses. If interest rates at the time of termination are lower than those specified in the derivatives contract, SHC will make a payment to the counterparty. Conversely, if interest rates at such time are higher, the counterparty will make a payment to SHC.

**Bond Interest Expense**

The components of bond interest expense for the years ended August 31 are as follows:

	<u>2014</u>	<u>2013</u>
Interest and fees	\$ 26,186	\$ 26,564
Swap settlements	<u>16,982</u>	<u>19,674</u>
Bond interest expense	<u>\$ 43,168</u>	<u>\$ 46,238</u>
Interest capitalized as a cost of construction	\$ 19,084	\$ 18,758

## Stanford Health Care

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#### 11. Retirement Plans

SHC provides retirement benefits through defined benefit and defined contribution retirement plans covering substantially all benefit eligible employees.

##### **Defined Contribution Retirement Plan**

Employer contributions to the defined contribution retirement plan are based on a percentage of participant annual compensation. Employer contributions to this plan for SHC employees excluding LPCH employees (see Note 14) totaling \$55,066 and \$48,803 for the years ended August 31, 2014 and 2013, respectively, and UHA employer contributions totaling \$1,958 and \$573 for the years ended August 31, 2014 and 2013, respectively, are included in salaries and benefits expense in the consolidated statements of operations and changes in net assets.

##### **Defined Benefit Pension Plan**

Certain employees of the Hospitals are covered by a noncontributory defined benefit pension plan (the "Staff Pension Plan"). Benefits are based on years of service and the employee's compensation. Contributions to the plans are based on actuarially determined amounts sufficient to meet the benefits to be paid to plan participants.

As of August 31, 2004, SHC assumed the pension liability of the LPCH employees. SHC received \$434 and \$594 in cash for the years ending August 31, 2014 and 2013, respectively, which represented the current year pension expense related to LPCH employees.

##### **Postretirement Medical Benefit Plan**

SHC currently provides health insurance coverage for SHC employees upon retirement as early as age 55, with years of service as defined by specific criteria. The health insurance coverage for retirees who are under age 65 is the same as that provided to active employees. A Medicare supplement option is provided for retirees over age 65.

For purposes of the August 31, 2014 benefit plan liability valuations, SHC has assumed future mortality according to the RP 2000 Generational mortality table. The release of a new pensioner mortality study performed by the Society of Actuaries is expected later this calendar year, and upon that release, SHC will evaluate the impact of the resulting updated mortality table for the August 31, 2015 benefit plan liability valuations.

The following tables present information on plan assets and obligations, costs, and actuarial assumptions for the Staff Pension Plan and the Postretirement Medical Benefit Plan for the years ended August 31, 2014 and 2013, respectively.

The tables for the Postretirement Medical Benefit Plan include SHC and LPCH employees. The total postretirement medical benefit liability was \$84,616 and \$82,846 as of August 31, 2014 and 2013, respectively. SHC recorded a liability within self-insurance reserves in the consolidated balance sheets of \$66,959 and \$66,822 as of August 31, 2014 and 2013, respectively, which represents the liability for SHC employees excluding LPCH employees.



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**11. Retirement Plans (Continued)**

The change in pension and other post-retirement plan assets and the related change in benefit obligations, using a measurement date of August 31, as of and for the years ended August 31 are as follows:

	<b>Staff Pension Plan Obligations</b>		<b>Postretirement Medical Benefits Net of Medicare Part D Subsidy</b>	
	<b>2014</b>	<b>2013</b>	<b>2014</b>	<b>2013</b>
<b>Change in plan assets:</b>				
Fair value of plan assets at beginning of year	\$ 182,510	\$ 185,111	\$ -	\$ -
Actual return on plan assets	36,886	3,880	-	-
Employer contributions	5,820	3,946	4,703	5,163
Participants contributions	-	-	1,237	1,859
Benefits paid	(10,175)	(9,659)	(5,940)	(7,022)
Expenses paid	(466)	(768)	-	-
	<u>\$ 214,575</u>	<u>\$ 182,510</u>	<u>\$ -</u>	<u>\$ -</u>
Fair value of plan assets at end of year				
<b>Change in benefit obligation:</b>				
Benefit obligation at beginning of year	\$ 224,361	\$ 249,907	\$ 82,846	\$ 87,150
Service cost	2,324	2,708	1,839	2,075
Interest cost	10,036	8,856	3,507	2,911
Participants contributions	-	-	1,237	1,859
Benefits paid	(10,175)	(9,659)	(5,940)	(7,022)
Expenses paid	(466)	(768)	-	-
Plan amendments	-	-	-	1,624
Actuarial loss (gain)	19,322	(26,683)	1,127	(5,751)
	<u>\$ 245,402</u>	<u>\$ 224,361</u>	<u>\$ 84,616</u>	<u>\$ 82,846</u>
Benefit obligation at end of year				
<b>Amounts recognized in consolidated balance sheets:</b>				
Plan assets minus benefit obligation	<u>\$ (30,827)</u>	<u>\$ (41,851)</u>	<u>\$ (84,616)</u>	<u>\$ (82,846)</u>
Net benefit liability recognized	<u>\$ (30,827)</u>	<u>\$ (41,851)</u>	<u>\$ (84,616)</u>	<u>\$ (82,846)</u>
<b>Amounts recognized in consolidated balance sheets:</b>				
Current liabilities	\$ -	\$ -	\$ (5,149)	\$ (5,209)
Noncurrent liabilities	(30,827)	(41,851)	(79,467)	(77,637)
	<u>\$ (30,827)</u>	<u>\$ (41,851)</u>	<u>\$ (84,616)</u>	<u>\$ (82,846)</u>
Net benefit liability recognized				
<b>Amounts recognized in unrestricted net assets:</b>				
Prior service cost	\$ -	\$ -	\$ (3,401)	\$ (4,216)
Net (loss) gain	(65,146)	(71,722)	5,054	6,644
	<u>\$ (65,146)</u>	<u>\$ (71,722)</u>	<u>\$ 1,653</u>	<u>\$ 2,428</u>
Unrestricted net assets				

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**Notes to Consolidated Financial Statements**  
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**11. Retirement Plans (Continued)**

The estimated net loss for the staff pension plan that will be amortized from unrestricted net assets into net periodic benefit cost over the next fiscal year is \$2,556.

The estimated net gain and prior service cost for the postretirement medical plan that will be amortized from unrestricted net assets into net periodic benefit cost over the next fiscal year are \$338 and \$815, respectively.

Total benefit obligation at the end of the year for Postretirement Medical Benefits excluding Medicare Part D subsidy increased to \$87,951.

The accumulated benefit obligation for the defined benefit pension plan was \$242,963 and \$221,678 as of August 31, 2014 and 2013, respectively.

Net benefit expense related to the plans for the years ended August 31 includes the following components:

	<b>Staff Pension Plan</b>	
	<b>Obligations</b>	
	<b>2014</b>	<b>2013</b>
Service cost	\$ 2,324	\$ 2,708
Interest cost	10,036	8,856
Expected return on plan assets	(13,163)	(13,658)
Amortization of net actuarial loss	2,175	10,345
Total net periodic benefit cost	<u>\$ 1,372</u>	<u>\$ 8,251</u>

	<b>Postretirement Medical Benefits</b>			
	<b>Net of Medicare</b>		<b>Excluding Medicare</b>	
	<b>Part D Subsidy</b>		<b>Part D Subsidy</b>	
	<b>2014</b>	<b>2013</b>	<b>2014</b>	<b>2013</b>
Service cost	\$ 1,839	\$ 2,075	\$ 1,841	\$ 2,075
Interest cost	3,507	2,911	3,636	3,074
Amortization of prior service cost	815	312	815	312
Amortization of net actuarial gain	(463)	(71)	(727)	(239)
Total net periodic benefit cost	<u>\$ 5,698</u>	<u>\$ 5,227</u>	<u>\$ 5,565</u>	<u>\$ 5,222</u>

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**11. Retirement Plans (Continued)**

Changes recognized in unrestricted net assets for the years ended August 31 include the following components:

	Staff Pension Plan Obligations		Postretirement Medical Benefits Net of Medicare Part D Subsidy	
	2014	2013	2014	2013
Net (gain) loss arising during period	\$ (4,401)	\$ (16,905)	\$ 1,127	\$ (5,751)
New prior service cost	-	-	-	1,624
Amortizations				
Prior service cost	-	-	(815)	(312)
(Loss) gain	(2,175)	(10,345)	463	71
Total recognized in unrestricted net assets	\$ (6,576)	\$ (27,250)	\$ 775	\$ (4,368)
Total recognized in net periodic benefit cost and unrestricted net assets	\$ (5,204)	\$ (18,999)	\$ 6,473	\$ 859

**Actuarial Assumptions**

The weighted-average assumptions used to determine benefit obligations are as follows for the years ended August 31:

	Staff Pension Plan Obligations		Postretirement Medical Benefits	
	2014	2013	2014	2013
Weighted-average assumptions				
Discount rate	3.84%	4.59%	3.65%	4.37%
Rate of compensation increase	3.00%	3.00%	N/A	N/A

The discount rate, expected rate of return on plan assets, and the projected covered payroll growth rates used in determining the above net benefit expense are as follows for the years ended August 31:

	Staff Pension Plan Obligations		Postretirement Medical Benefits	
	2014	2013	2014	2013
Weighted-average assumptions				
Discount rate	4.59%	3.62%	4.37%	3.43%
Expected return on plan assets	7.50%	8.00%	N/A	N/A
Rate of compensation increase	3.00%	5.50%	N/A	N/A

To develop the assumption for the expected rate of return on plan assets, SHC considered the historical and future expected returns. An independent investment consulting firm provided SHC with an estimate of the future expected returns for each asset class based on SHC's asset allocation targets. The evaluation of the historical returns and the future expected returns resulted in the use of 7.5% as the assumption for the expected return on plan assets.

To determine the accumulated post-retirement benefit obligation as of August 31, 2014, a 7.25% annual rate of increase in the per capita cost of covered health care was assumed for calendar year 2014, declining gradually to 4.75% by 2024, and remaining at this rate thereafter.

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**11. Retirement Plans (Continued)**

**Actuarial Assumptions (continued)**

Assumed healthcare cost trend rates have a significant effect on the amounts reported for the post-retirement medical benefit plan. Increasing the health care cost trend rate by 1% in each future year would increase the accumulated post-retirement benefit obligation by \$2,406 and the aggregate service and interest cost by \$156. Decreasing the health care cost trend rate by 1% in each future year would decrease the accumulated post-retirement benefit obligation by \$2,268 and the aggregate service and interest cost by \$144.

**Plan Assets**

SHC's staff pension plan weighted-average asset allocations as of the measurement date August 31, 2014 and 2013, respectively, by asset category are as follows:

<u>Asset Category</u>	<u>August 31, 2014</u>	<u>August 31, 2013</u>
Equity securities	50%	53%
Debt securities	50%	47%
Total	100%	100%

The following table summarizes SHC's staff pension plan assets measured at fair value on a recurring basis as of August 31, based on the inputs used to value them as defined in Note 8:

	<b>2014</b>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 938	\$ -	\$ -	\$ 938
Mutual funds	213,637	-	-	213,637
Total assets	<u>\$ 214,575</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 214,575</u>
	<b>2013</b>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 1,090	\$ -	\$ -	\$ 1,090
Mutual funds	181,420	-	-	181,420
Total assets	<u>\$ 182,510</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 182,510</u>

**Plan Investments**

The investment objective of the staff pension plan funds is to maximize the total rate of return (income and appreciation) within the limits of prudent risk taking and Section 404 of the Employee Retirement Income Security Act. The funds are diversified across asset classes to achieve an optimal balance between risk and return and between income and capital appreciation. Many of the pension liabilities are long-term. The investment horizon is also long-term; however, the investment plan also ensures adequate near-term liquidity to meet benefit payments.

**Stanford Health Care**  
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**11. Retirement Plans (Continued)**

**Plan Investments (continued)**

The allowable asset mix range and target asset allocations are:

<u>Asset Category</u>	<u>Acceptable Range</u>	<u>Target Allocation</u>
Equity securities	36% to 60%	50%
Debt securities	20% to 80%	50%

Appropriate investments include common, preferred and convertible equities of domestic and foreign companies, mutual and commingled trust funds, top tier commercial paper, certificates of deposit, and fixed income securities whose assets are rated investment grade or better.

Financial futures and options on futures traded on exchanges are also permitted for hedging purposes. Prohibited investments include commodities, unregistered securities and short sales. Derivative products may not be used to leverage a portfolio or to speculate. All assets must have readily ascertainable market value and be easily marketable.

Portfolios are expected to be well diversified with respect to industry and economic sectors. Equity investments in any one company shall be limited to the greater of 5% of the market value of the portfolio at time of purchase or twice the applicable benchmark weighting of the security. The investment manager shall not hold more than 15% of any company's outstanding equity.

Fixed income investments may consist of U.S. government, U.S. government guaranteed, and U.S. government agency securities. Corporate bond holdings must have an investment grade credit rating at the time of purchase and during the holding period. No single issuer of fixed income or cash equivalent securities (with the exception of the U.S. Government and its Agencies) will account for more than 10% of the market value of the fixed income securities in a manager's portfolio.

**Concentration of Risk**

SHC manages a variety of risks, including market, credit, and liquidity risks, across plan assets through investment managers. Concentration of risk is defined as an undiversified exposure to one of the above-mentioned risks that increases the exposure of the loss of plan assets unnecessarily. Risk is minimized by diversifying our exposure to such risks across a variety of instruments, markets, and counterparties. As of August 31, 2014, SHC did not have concentrations of risk in any single entity, manager, counterparty, sector, industry or country.

**Expected Contributions**

SHC expects to make no contributions to its Staff Pension Plan for both SHC and LPCH employees during the fiscal year ending August 31, 2015. SHC expects to contribute \$4,353 to its Postretirement Medical Plan for only SHC employees during the fiscal year ending August 31, 2015.

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**11. Retirement Plans (Continued)**

**Expected Benefit Payments**

The following benefit payments, which reflect expected future service, are expected to be paid for the fiscal years ending August 31:

	<b>Postretirement Medical Benefits</b>		
	<b>Pension Benefits</b>	<b>Net of Medicare Part D Subsidy</b>	<b>Excluding Medicare Part D Subsidy</b>
2015	\$ 12,586	\$ 5,150	\$ 5,464
2016	13,146	5,375	5,685
2017	13,642	5,614	5,918
2018	14,093	5,861	6,158
2019	14,488	6,131	6,418
2020 - 2024	75,991	33,324	34,573

**12. Unrestricted Net Assets**

The changes in consolidated unrestricted net assets attributable to the controlling financial interest of SHC and the noncontrolling interests, for the years ended August 31, are as follows:

	<b>Total</b>	<b>Controlling Interest</b>	<b>Noncontrolling Interests</b>
Balance September 1, 2012	\$ 1,266,518	\$ 1,251,306	\$ 15,212
Excess of revenues over expenses	472,109	467,475	4,634
Noncontrolling capital distribution, net	(289)	-	(289)
Other changes in unrestricted net assets	38,619	38,723	(104)
Balance August 31, 2013	1,776,957	1,757,504	19,453
Excess of revenues over expenses	431,858	426,527	5,331
Noncontrolling capital distribution, net	(1,482)	-	(1,482)
Other changes in unrestricted net assets	(46,640)	(46,642)	2
Balance August 31, 2014	<u>\$ 2,160,693</u>	<u>\$ 2,137,389</u>	<u>\$ 23,304</u>

**13. Temporarily and Permanently Restricted Net Assets**

**Temporarily Restricted Net Assets**

Temporarily restricted net assets consist of the following at August 31:

	<b>2014</b>	<b>2013</b>
Plant replacement and expansion	\$ 454,334	\$ 424,760
Other patient services	39,587	31,004
Clinical services	14,767	4,885
Indigent care	6,366	6,225
Education	3,878	3,693
Total	<u>\$ 518,932</u>	<u>\$ 470,567</u>



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**13. Temporarily and Permanently Restricted Net Assets (Continued)**

**Permanently Restricted Net Assets**

In 2009, California adopted a version of the Uniform Prudent Management of Institutional Funds Act (“UPMIFA”). SHC has interpreted UPMIFA as requiring the preservation of the original gift as of the gift date of donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, SHC classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, SHC considers the following factors in making a determination to appropriate or accumulate endowment funds:

1. The duration and preservation of the fund.
2. The purposes of SHC and the donor restricted endowment fund.
3. General economic conditions.
4. The possible effect of inflation and deflation.
5. The expected total return from income and the appreciation of investments.
6. Other resources of the organization.
7. The investment policies of the organization.

Endowment funds by net asset classification as of August 31, 2014 and 2013 are as follows:

	2014			2013		
	Temporarily Restricted	Permanently Restricted	Total	Temporarily Restricted	Permanently Restricted	Total
Donor restricted endowment	\$ 10,293	\$ 7,692	\$ 17,985	\$ 8,542	\$ 7,591	\$ 16,133
Total endowment	\$ 10,293	\$ 7,692	\$ 17,985	\$ 8,542	\$ 7,591	\$ 16,133

Changes in SHC’s endowment for the years ended August 31, 2014 and 2013 are as follows:

	2014			2013		
	Temporarily Restricted	Permanently Restricted	Total	Temporarily Restricted	Permanently Restricted	Total
Endowment net assets, beginning of year	\$ 8,542	\$ 7,591	\$ 16,133	\$ 7,231	\$ 7,591	\$ 14,822
Investment return:						
Investment income	467	-	467	452	-	452
Mark to market adjustments	1,896	-	1,896	1,125	-	1,125
Total investment return	2,363	-	2,363	1,577	-	1,577
Contributions	-	101	101	-	-	-
Expenditures	(612)	-	(612)	(266)	-	(266)
Endowment net assets, end of year	\$ 10,293	\$ 7,692	\$ 17,985	\$ 8,542	\$ 7,591	\$ 16,133

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**13. Temporarily and Permanently Restricted Net Assets (Continued)**

**Permanently Restricted Net Assets (continued)**

The following provides descriptions of amounts classified as permanently restricted net assets and temporarily restricted net assets (endowment only). The portion of endowment funds that is required to be retained permanently or temporarily, either by explicit donor stipulation or by California UPMIFA, as of August 31, 2014 and 2013 is as follows:

	2014			2013		
	Temporarily Restricted	Permanently Restricted	Total	Temporarily Restricted	Permanently Restricted	Total
Clinical services	\$ 1,125	\$ 4,000	\$ 5,125	\$ 946	\$ 4,000	\$ 4,946
Education	3,831	1,235	5,066	3,250	1,235	4,485
Indigent care and other	5,337	2,457	7,794	4,346	2,356	6,702
Total endowment classified as net assets	<u>\$ 10,293</u>	<u>\$ 7,692</u>	<u>\$ 17,985</u>	<u>\$ 8,542</u>	<u>\$ 7,591</u>	<u>\$ 16,133</u>

All of SHC's endowment, totaling \$17,985 and \$16,133 at August 31, 2014 and 2013, respectively, are invested in the MP. The funds are held in perpetuity and invested to generate income to support operating and strategic initiatives.

**Return Objectives and Risk Parameters**

The return objective for the endowment assets is to generate optimal total return while maintaining an appropriate level of risk established by the University.

**Strategies Employed for Achieving Investment Objectives**

SHC relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized gain) and current yield (interest and dividend) managed by the MP.

**14. Related-Party Transactions**

**Transactions with the University and SoM**

SHC has various transactions with the University and the SoM. SHC records expense transactions where direct and incremental economic benefits are received by SHC.

Expenses paid to the University and the SoM are reported as operating expenses in the consolidated statements of operations and changes in net assets and are management's best estimates of SHC's arms-length payments of such amounts for its market specific circumstances. To the extent that payments to the University and the SoM exceed an arms-length estimated amount relative to the benefits received by SHC, they are recorded as transfers to the University and the SoM in other changes in net assets.

SHC purchases certain services from the University and the SoM. Payment for these services is based on management's best estimate of its market specific circumstances.

Services provided by the SoM include physician services that benefit SHC, such as emergency room coverage, physicians providing medical direction to SHC, and physicians providing service to the clinical practice, which are covered by the Professional Services Agreement ("PSA"). Such expenses are reflected as purchased services in the consolidated statements of operations and changes in net assets, and total \$406,982 and \$356,361 for the years ended August 31, 2014 and 2013, respectively.

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#### 14. Related-Party Transactions (Continued)

##### Transactions with the University and SoM (continued)

Services provided by the University and other SoM non-physician services include telecommunications, transportation, utilities, blood products, and certain administrative services, which consist of legal and internal audit. Total costs incurred by SHC were \$114,366 and \$104,267 for the years ended August 31, 2014 and 2013, respectively, and are reflected in various categories in the consolidated statements of operations and changes in net assets.

SHC paid service fees to the University in the amount of \$2,211 and \$3,050 for the years ended August 31, 2014 and 2013, respectively. The service fees represent costs for the utilization of infrastructure owned by the University such as road improvements, parking garages and generators and are reflected in the consolidated statements of operations and changes in net assets as other expense. Expected payments over the next 19 years total \$25,849. Annual service fees range from approximately \$2,389 for the year ending August 31, 2015 to \$657 for the year ending August 31, 2033.

SHC also received payment for services provided to the University including primarily building maintenance, housekeeping, and security. Costs incurred by SHC in providing these services are reflected in the respective categories in the consolidated statements of operations and changes in net assets. Reimbursement from the University totaled \$30,161 and \$29,019 for the years ended August 31, 2014 and 2013, respectively, and is reflected in the consolidated statements of operations and changes in net assets as expense recoveries.

In addition, SHC received certain grant monies for clinical trials from the University. Grant revenue totaled \$4,682 and \$4,986 for the years ended August 31, 2014 and 2013, respectively, and is reflected in the consolidated statements of operations and changes in net assets as net patient service revenue and recoveries.

During the year ended August 31, 2004, SHC paid \$5,500 to the University. The amount represented a prepayment of a 51 year lease for property owned by the University. The short term portion of \$108 is included in prepaid expenses and other in the consolidated balance sheets as of August 31, 2014 and 2013. The remaining amount included in other assets in the consolidated balance sheets is \$4,026 and \$4,134 as of August 31, 2014 and 2013, respectively.

For the years ended August 31, 2014 and 2013, SHC transferred \$54,337 and \$31,978, respectively, to the University. These funds are used by the University to support the academic mission of the SoM and its initiatives as well as the general support of the academic community and physical plant. For the year ended August 31, 2013, SHC received an equity transfer of \$25,000 from the University which represented a gift originally donated to the University and subsequently re-designated for SHC patient care services. Net transfers of \$54,337 and \$6,978 for the years ended August 31, 2014 and 2013, respectively, are included in other changes in unrestricted net assets in the consolidated statements of operations and changes in net assets.

SHC also received equity transfers of \$2,480 and \$145 during the years ended August 31, 2014 and 2013, respectively, which represented restricted gifts originally donated to the University. These gifts were subsequently re-designated mostly for SHC patient care services and are included in changes in temporarily restricted net assets in the consolidated statements of operations and changes in net assets.

**Stanford Health Care**  
**Notes to Consolidated Financial Statements**  
(in thousands of dollars)

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**14. Related-Party Transactions (Continued)**

**Transactions with LPCH**

**Shared Services** - SHC and LPCH share certain departments, including facilities design and construction, materials management, managed care contracting, payroll (through December 31, 2012), compliance, risk management (through November 30, 2012) and general services. Shared service costs are included in the respective categories on the consolidated statements of operations and changes in net assets, and are allocated between SHC and LPCH based on negotiated rates. Reimbursement received from LPCH totaled \$25,449 and \$21,028 for the years ended August 31, 2014 and 2013, respectively, and is reflected in the consolidated statements of operations and changes in net assets as expense recoveries.

**Purchased Services** - SHC provides various services to LPCH. These services include operating room, cardiac catheterization, interventional radiology, radiation oncology and laboratory. The cost of these services is charged back to LPCH based on a percentage of charges intended to approximate cost or a cost per procedure. Costs of these purchased services are reflected in the appropriate category in the consolidated statements of operations and changes in net assets. Reimbursement of purchased services from LPCH totaled \$43,675 and \$42,316 for the years ended August 31, 2014 and 2013, respectively, and is reflected in the consolidated statements of operations and changes in net assets as net patient service revenue.

**Other Services** - Other services provided by SHC include services provided by interns and residents, building maintenance, IT and utilities. Reimbursement of these services totaled \$25,022 and \$25,310 for the years ended August 31, 2014 and 2013, respectively, and is reflected in the consolidated statements of operations and changes in net assets as expense recoveries.

**Equity Transfers** - SHC received equity transfers of \$8,000 during the year ended August 31, 2013, which represented reimbursement for capital projects.

**15. Operating Leases**

SHC leases various equipment and facilities under non-cancelable lease agreements expiring at various dates. Total rental expense (included in other expense in the consolidated statements of operations and changes in net assets) under these leases for the years ended August 31, 2014 and 2013 was \$56,045 and \$53,183, respectively.

Net minimum future lease payments under all non-cancelable operating leases for periods subsequent to August 31, 2014 are as follows:

**Year Ending August 31,**

2015	\$ 45,647
2016	42,379
2017	42,422
2018	38,504
2019	35,587
Thereafter	<u>100,947</u>
	<u>\$ 305,486</u>

**Stanford Health Care**  
**Notes to Consolidated Financial Statements**  
(in thousands of dollars)

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**15. Operating Leases (Continued)**

SHC leases space in its medical office buildings to others under non-cancelable operating lease arrangements. Future minimum base rentals to be received under these leases in place as of August 31, 2014 are as follows:

**Year Ending August 31,**

2015	\$ 1,809
2016	1,151
2017	1,165
2018	1,005
2019	636
Thereafter	<u>2,258</u>
	<u>\$ 8,024</u>

**16. Commitments and Contingencies**

SHC is aware of certain asserted and unasserted legal claims. While the outcome cannot be determined at this time, management is of the opinion that the liability, if any, from these actions will not have a material effect on SHC's financial position.

SHC has irrevocable standby letters of credit in the amount of \$16,756, which are required as security for the workers' compensation self-insurance arrangements and \$10,093 to serve as a security deposit for certain construction projects being undertaken by SHC. No amounts have been drawn on these letters of credit as of August 31, 2014.

At August 31, 2014, SHC had contractual obligations of approximately \$822,092 primarily related to the construction of the new hospital and other capital projects to support SHC's operations.

Effective September 1, 2010, SHC entered into an eight year agreement with a global management consulting, technology services and outsourcing company, pursuant to which SHC will receive certain information technology services. Under the terms of the agreement, SHC will be charged a fixed annual service charge including expenses, payable monthly, for services as defined, and additional fees plus expenses for special projects. Effective September 1, 2012, this agreement was amended to end on September 1, 2015. SHC has the right to extend the term of the agreement for a further period of up to twelve months. SHC may exercise such right no more than two times. The annual fixed service charges are subject to adjustment under certain conditions, but unless so adjusted, amount to approximately \$24,662 for the year ending August 31, 2015. SHC has certain rights to reduce the scope of services to be purchased and to terminate the agreement early for a termination fee. The amount of the termination fee depends on when the right to terminate is exercised and changes monthly from \$2,652 for the month ending September 30, 2014 and decreasing gradually to \$2,295 for the month ending August 31, 2015.

The healthcare industry is subject to numerous laws and regulations of federal, state and local governments. Compliance with these laws and regulations can be subject to future government review and interpretation, as well as to regulatory actions unknown or unasserted at this time. Recently, government activity has increased with respect to investigations and allegations concerning possible violations by healthcare providers of regulations that could result in the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed. SHC is subject to similar regulatory reviews, and while such reviews may result in repayments and/or civil remedies that could have a material effect on SHC's financial results of operations in a given period, management believes that such repayments and/or civil remedies would not have a material effect on SHC's financial position.

## Stanford Health Care

### Notes to Consolidated Financial Statements

(in thousands of dollars)

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#### 16. Commitments and Contingencies (Continued)

As with many medical centers across the country, information security and privacy is a growing risk area based on developments in the law and expanding mobile technology practices. SHC has policies, procedures, and training in place to safeguard protected information, but select incidents have occurred in the past and may occur in the future involving potential or actual disclosure of such information (including, for example, certain identifiable information relating to patients or research participants). In most cases, there has been no evidence of unauthorized access to, or use/disclosure of, such information, yet laws may require reporting to potentially affected individuals and federal and state governmental agencies. Governmental agencies have the authority to investigate and request further information about an incident or safeguards, to cite SHC for a deficiency or regulatory violation, and/or require payment of fines, corrective action, or both. California law also allows a private right to sue for a breach of medical information. The cost of such possible consequences has not been material to date to SHC, and management does not believe that any future consequences of these incidents will be material to the consolidated financial statements.

In March 2010, the Patient Protection and Affordable Care Act (the "Act") was signed into law. This Act will affect the delivery of healthcare services, reimbursement of healthcare providers and legal obligations of health insurers, providers and employers. This Act also includes a significant expansion of healthcare coverage, the use of electronic health records and changes to promote innovation and efficiency in healthcare. Some of its provisions were effective immediately; others will be phased in through 2014. SHC has already been impacted in a limited way by the coverage expansion provisions that went into effect on January 1, 2014, however, due to the delays in enrollment and other problems with the federal insurance exchange, it is still too early to quantify the overall impact of the changes that have already occurred, and to predict the impact of the changes yet to come.

The percentage of SHC employees that are covered by collective bargaining arrangements is approximately 34%. There are currently no expired agreements.

California's Hospital Seismic Safety Act requires licensed acute care functions to be conducted only in facilities that meet specified seismic safety standards. Facilities classified by the State of California as non-compliant in the event of an earthquake must be retrofitted, replaced or removed from acute-care service by applicable deadlines in 2013, 2020 or 2030.

The California Office of Statewide Health Planning and Development ("OSHPD") has classified a substantial portion of Stanford Hospital as compliant with seismic safety structural standards until 2030 and beyond. Certain patient care activities are located in existing buildings that are structurally compliant until 2030. However, these facilities have utility system configurations that must be modified no later than January 1, 2020 in order to remain in use for acute patient care. SHC is constructing a new hospital facility to address seismic safety requirements, which will also enable retrofit work of the existing hospital facility utility infrastructure.

Amendments of the Hospital Seismic Safety Act, through Senate Bill 90, allow extensions to compliance timelines for hospitals that meet certain eligibility requirements. SHC has received approval from the State to extend the compliance deadline to mid-2019 for all buildings subject to the requirement. These extensions will allow sufficient time to construct the new hospital and mitigate the deficiencies of the existing facility.



**Stanford Health Care**  
**Notes to Consolidated Financial Statements**  
**(in thousands of dollars)**

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**16. Commitments and Contingencies (Continued)**

In June 2011, the Palo Alto City Council certified the Final Environmental Impact Report, land use changes, permits and a Development Agreement with SHC, LPCH and the University as part of the Renewal Project. In July 2011, the Palo Alto City Council provided final approval for the Renewal Project at the second reading of the Development Agreement. The Renewal Project will rebuild Stanford Hospital and expand LPCH to assure adequate capacity, meet State-mandated earthquake safety standards, and provide modern, technologically-advanced hospital facilities. The Renewal Project also includes replacement of outdated laboratory facilities at the SoM and remodeling of Hoover Pavilion. SHC's share of the estimated cost is approximately \$2 billion. As of August 31, 2014, SHC has capitalized \$556 million related to this project.

Based on current estimated schedules, management currently projects that the Renewal Project construction will be complete in 2017.

**17. Functional Expenses**

Expenses are categorized on a functional basis for the years ended August 31:

	<u>2014</u>	<u>2013</u>
Patient services	\$ 2,492,488	\$ 2,259,222
Management and general	218,544	194,407
Fundraising	<u>9,043</u>	<u>7,376</u>
Total functional expenses	<u>\$ 2,720,075</u>	<u>\$ 2,461,005</u>

**18. Subsequent Events**

SHC has evaluated subsequent events occurring between the end of the most recent fiscal year and December 10, 2014, the date the financial statements were issued.

In May 2014, ValleyCare Health System ("VCHS") announced plans to affiliate with SHC. VCHS has provided high quality, not-for-profit health care to the Tri-Valley and surrounding communities since 1961. VCHS offers a wide range of health care services at its Livermore, Pleasanton, and Dublin medical facilities. In September 2014, after respective Boards agreed to the terms, SHC and VCHS signed the affiliation agreement. In November 2014, this affiliation agreement was approved by VCHS's corporate membership; however it is still subject to customary regulatory reviews.

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## **APPENDIX C**

### **SUMMARY OF PRINCIPAL DOCUMENTS**

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## SUMMARY OF PRINCIPAL DOCUMENTS

The following is a summary of certain provisions of the Amended and Restated Master Indenture of Trust, dated as of June 1, 2011 and effective as of June 16, 2011 (as supplemented and amended from time to time pursuant to its terms, the "Master Indenture"), between Stanford Health Care, formerly known as Stanford Hospital and Clinics (the "Corporation"), and The Bank of New York Mellon Trust Company, N.A., as master trustee (the "Master Trustee"), the Supplemental Master Indenture of Trust for Obligation No. 35, dated as of June 1, 2015 ("Supplement No. 35"), between the Corporation and the Master Trustee, the Indenture, dated as of June 1, 2015 (the "Indenture"), between the California Health Facilities Financing Authority (the "Authority") and U.S. Bank National Association, as trustee, and the Loan Agreement, dated as of June 1, 2015 (the "Loan Agreement"), between the Corporation and the Authority. This summary does not purport to be complete or definitive, is supplemental to the summary of other provisions of such documents described elsewhere in this Official Statement and is qualified in its entirety by reference to the full terms of the Master Indenture, Supplement No. 35, the Indenture and the Loan Agreement. All capitalized terms used and not otherwise defined in this Official Statement have the meanings assigned to such terms in the Indenture or, if not set forth in the Indenture, in the Master Indenture.

## DEFINITIONS OF CERTAIN TERMS

**Accountant** means, for purposes of the Master Indenture, any independent certified public accountant or firm of independent certified public accountants selected by the Obligated Group Representative.

**Accountant** means, for purposes of the Indenture, any independent certified public accountant or firm of such accountants of national reputation selected by the Corporation.

**Account Control Agreement** means an agreement providing for control of deposit accounts within the meaning of Division 9 of the California Commercial Code, including Section 9104 of the California Commercial Code, entered into by one or more Members of the Obligated Group, the Master Trustee and a Depository Bank.

**Act** means the California Health Facilities Financing Authority Act, constituting Part 7.2 of Division 3 of Title 2 of the Government Code of the State of California, as now in effect and as it may from time to time hereafter be amended or supplemented.

**Additional Payments** means the payments so designated and required to be made by the Corporation pursuant to the provisions of the Loan Agreement.

**Administrative Fees and Expenses** means any application, commitment, financing or similar fee charged, or reimbursement for administrative or other expenses incurred, by the Authority or the Trustee.

**Affiliated Corporation** means any corporation which, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, an Obligated Group Member.

**Agreement** or **Loan Agreement** means that certain Loan Agreement, dated as of June 1, 2015, between the Authority and the Corporation, as originally executed and as it may from time to time be supplemented, modified or amended in accordance with the terms thereof and of the Indenture.

**Amended Master Indenture Effective Date** means June 16, 2011.

**Annual Debt Service** means for each Fiscal Year the sum (without duplication) of the aggregate amount of principal and interest scheduled to become due and payable in such Fiscal Year on all Long-Term Indebtedness of the Obligated Group then Outstanding (by scheduled maturity, acceleration, mandatory redemption or otherwise, but not including purchase price coming due as a result of a mandatory or optional tender or put), less any amounts of such principal or interest to be paid during such Fiscal Year from (a) the proceeds of Indebtedness or (b) moneys or Government Obligations deposited in trust for the purpose of paying such principal or interest; provided that if a Financial Products Agreement is being entered into by any Obligated Group Member concurrently or substantially

concurrently with the incurrence of Long-Term Indebtedness and with respect to such Long-Term Indebtedness or if a Financial Products Agreement has been entered into by any Obligated Group Member with respect to Long-Term Indebtedness, interest on such Long-Term Indebtedness shall be included in the calculation of Annual Debt Service by including for each Fiscal Year an amount equal to the amount of interest payable on such Long-Term Indebtedness in such Fiscal Year at the rate or rates stated in such Long-Term Indebtedness plus any Financial Product Payments under a Financial Products Agreement payable in such Fiscal Year minus any Financial Product Receipts under a Financial Products Agreement receivable in such Fiscal Year; provided that in no event shall any calculation made pursuant to this clause result in a number less than zero being included in the calculation of Annual Debt Service. For purposes of computing Annual Debt Service, the principles and assumptions set forth under the definition of Maximum Annual Debt Service shall be applied.

**Appraisal Institute** means the global membership association of professional real estate appraisers designated by that name or any successor thereto.

**Authority** means the California Health Facilities Financing Authority, created pursuant to, and as defined in, the Act, and its successors.

**Authorized Denomination** means \$5,000 or any integral multiple thereof.

**Authorized Representative** means, for purposes of the Master Indenture, with respect to each Obligated Group Member, the chair of its Governing Body, its president or chief executive officer, its chief financial officer or any other person designated as an Authorized Representative of such Obligated Group Member by a Certificate of that Obligated Group Member signed by the chair of its Governing Body, its president or chief executive officer, or its chief financial officer and filed with the Master Trustee.

**Authorized Representative** means, for purposes of the Indenture and Loan Agreement, with respect to the Authority, its Chairman (or any Deputy), Executive Director, or any other Person or Persons designated as an Authorized Representative of the Authority by a Certificate of the Authority signed by its Chairman (or any Deputy), or Executive Director, and with respect to the Corporation, the Chair or Vice Chair of its governing body, its chief executive officer, its chief operating officer, its chief financial officer, or any other person designated as an Authorized Representative of the Corporation by a Certificate of the Corporation signed by its chief executive officer, its chief operating officer or its chief financial officer and filed with the Trustee.

**Balloon Indebtedness** means either (a) Long-Term Indebtedness or (b) Commercial Paper Indebtedness or Short-Term Indebtedness which is intended to be refinanced upon or prior to its maturity so that such Commercial Paper Indebtedness or Short-Term Indebtedness, as applicable, and the Indebtedness intended to be used to refinance such Commercial Paper Indebtedness or Short-Term Indebtedness, as applicable, will be scheduled to be outstanding for a total of more than three hundred sixty-five (365) days as certified in an Officer's Certificate, in either case twenty-five percent (25%) or more of the original principal of which matures (or is redeemable at the option of the holder) in the same Fiscal Year, if such twenty-five percent (25%) or more is not to be amortized below twenty-five percent (25%) by mandatory redemption prior to such Fiscal Year.

**Beneficial Owner** means any Person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any of the Bonds (including any Person holding Bonds through nominees, depositories or other intermediaries).

**Bond Counsel** means an attorney-at-law, or firm of such attorneys, of nationally recognized standing in matters pertaining to the tax-exempt nature of interest on obligations issued by states and their political subdivisions and acceptable to the Authority.

**Bonds** means California Health Facilities Financing Authority Revenue Bonds (Stanford Health Care), 2015 Series A, authorized by, and at any time Outstanding pursuant to, the Indenture.

**Bondholder** or **Holder**, whenever used with respect to a Bond, means the Person in whose name such Bond is registered.



**Book Value** means, when used in connection with Property, Plant and Equipment or other Property of any Obligated Group Member, the value of such property, net of accumulated depreciation, as it is carried on the books of such Obligated Group Member and in conformity with GAAP, and when used in connection with Property, Plant and Equipment or other Property of the Obligated Group, means the aggregate of the values so determined with respect to such Property of each Obligated Group Member determined in such a way that no portion of such value of Property of any Obligated Group Member is included more than once.

**Business Day** means a day that is not a Saturday, Sunday or legal holiday on which banking institutions in the State of California, the State of New York or in any state in which the office of the Master Trustee or the Trustee is located are authorized to remain closed or a day on which the New York Stock Exchange is closed.

**Certificate, Statement, Request, Consent or Order** of any Obligated Group Member or of the Master Trustee means, respectively, a written certificate, statement, request, consent or order signed in the name of such Obligated Group Member by an Authorized Representative or in the name of the Master Trustee by a Responsible Officer.

**Certificate, Statement, Request and Requisition** of the Authority or the Corporation mean, respectively, a written certificate, statement, request or requisition signed in the name of the Authority by its Chairman, any Deputy to the Chairman, the Executive Director or such other person as may be designated and authorized to sign for the Authority, or in the name of the Corporation by an Authorized Representative of the Corporation.

**Code** means the Internal Revenue Code of 1986 or any successor statute thereto and any regulations promulgated thereunder. Reference to any particular Code section shall, in the event of such a successor Code, be deemed to be a reference to the successor to such Code section.

**Collateral** means all of the following whether now existing or hereafter created or acquired (a) all Gross Revenues, (b) all accounts comprising the Gross Revenue Fund, (c) all accounts and accounts receivable, including health-care-insurance receivables and (d) all proceeds of any of the foregoing. The terms "accounts" and "health-care-insurance receivables" are used in the Master Indenture with meanings as defined in the California Commercial Code Division 9. Notwithstanding the foregoing, "Collateral" shall not include Restricted Assets.

**Commercial Paper Indebtedness** means Indebtedness with a maturity not in excess of two hundred seventy (270) days), the proceeds of which are to be used: (i) to provide interim financing for capital improvements, (ii) to support current operations or (iii) for other corporate purposes. Commercial Paper Indebtedness shall not constitute Short-Term Indebtedness for any purpose under the Master Indenture.

**Completion Indebtedness** means any Long-Term Indebtedness incurred for the purpose of financing the completion of construction or equipping of any project for which Long-Term Indebtedness has theretofore been incurred in accordance with the provisions of the Master Indenture, to the extent necessary to provide a completed and fully equipped facility of the type and scope contemplated at the time said Long-Term Indebtedness was incurred, and in accordance with the general plans and specifications for such facility as originally prepared in connection with the related financing as certified by an Officer's Certificate.

**Continuing Disclosure Agreement** means that certain Continuing Disclosure Agreement, dated the Issue Date, between the Corporation and U.S. Bank National Association, as trustee and as dissemination agent, as originally executed and as it may be supplemented, modified or amended in accordance with its terms.

**Corporate Trust Office** means the office of the Master Trustee at which its principal corporate trust business is conducted, which at the date hereof is located at 400 South Hope Street, Suite 400, Los Angeles, California 90071, or at such other or additional offices as shall be specified by the Master Trustee in a writing delivered to the Obligated Group Representative.

**Corporation** means Stanford Health Care, formerly known as Stanford Hospital and Clinics, a nonprofit public benefit corporation duly organized and validly existing under the laws of the State of California, or any

corporation that is the surviving, resulting or transferee corporation in any merger, consolidation or transfer of assets permitted under the Master Indenture.

**Counsel** means an attorney duly admitted to practice law before the highest court of any state.

**Debt Service Coverage Ratio** means, for any Fiscal Year, the ratio determined by dividing Income Available for Debt Service for such Fiscal Year by Maximum Annual Debt Service.

**Default** means, for purposes of the Master Indenture, an event that, with the passage of time or the giving of notice or both, would become an Event of Default.

**Depository Bank** means a financial institution which has entered into an Account Control Agreement with one or more Obligated Group Members and the Master Trustee.

**DTC** means The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, and its successors and assigns.

**Electronic Means** means email transmission, facsimile transmission or other electronic means of communication providing evidence of transmission, including a telephone communication confirmed by any other method set forth in this definition.

**Electronic Notice** means notice delivered by Electronic Means.

**ERISA** means the Employee Retirement Income Security Act of 1974.

**Event of Default** means, for purposes of the Indenture, any of the events of default specified in the Indenture, and means, for purposes of the Master Indenture, any of the events of default specified in the Master Indenture.

**Existing Obligations** means the Obligations listed on Exhibit B to the Master Indenture.

**Existing Parity Financial Product Extraordinary Payments** means the Parity Financial Product Extraordinary Payments listed on Exhibit C to the Master Indenture.

**Fair Market Value**, when used in connection with Property, means the fair market value of such Property as determined by either:

(1) an appraisal of the portion of such Property which is real property made within five years of the date of determination by a member of the Appraisal Institute and by an appraisal of the portion of such Property which is not real property made within five years of the date of determination by any expert qualified in relation to the subject matter, provided that any such appraisal shall be performed by an Independent Consultant, adjusted for the period, not in excess of five years, from the date of the last such appraisal for changes in the implicit price deflator for the gross national product as reported by the United States Department of Commerce or its successor agency, or if such index is no longer published, such other index certified to be comparable and appropriate in an Officer's Certificate delivered to the Master Trustee;

(2) a bona fide offer for the purchase of such Property made on an arm's-length basis within six months of the date of determination, as established by an Officer's Certificate; or

(3) an officer of the Obligated Group Representative (whose determination shall be made in good faith and set forth in an Officer's Certificate filed with the Master Trustee) if the fair market value of such Property is less than or equal to the greater of \$5,000,000 or 2.5% of cash and equivalents as shown on the most recent Financial Statements.

**Favorable Opinion of Bond Counsel** means an opinion of Bond Counsel, addressed to the Trustee, to the effect that the action proposed to be taken with respect to the Bonds is authorized or permitted by the Indenture and will not, in and of itself, adversely affect any exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

**Financial Product Extraordinary Payments** means any payments required to be paid to a counterparty by an Obligated Group Member pursuant to a Financial Product Agreement in connection with the termination thereof, tax gross-up payments, expenses, default interest, and any other payments or indemnification obligations to be paid to a counterparty by an Obligated Group Member under a Financial Product Agreement, which payments are not Financial Product Payments.

**Financial Product Extraordinary Receipts** means any payments required to be paid to an Obligated Group Member by a counterparty pursuant to a Financial Product Agreement in connection with the termination thereof, tax gross-up payments, expenses, default interest, and any other payments or indemnification obligations to be paid to an Obligated Group Member by a counterparty under a Financial Product Agreement, which payments are not Financial Product Receipts.

**Financial Product Payments** means regularly scheduled payments required to be paid to a counterparty by an Obligated Group Member pursuant to a Financial Products Agreement.

**Financial Product Receipts** means regularly scheduled payments required to be paid to an Obligated Group Member by a counterparty pursuant to a Financial Products Agreement.

**Financial Products Agreement** means any interest rate exchange agreement, hedge or similar arrangement, including, without limitation, an interest rate swap, asset swap, a constant maturity swap, a forward or futures contract, cap, collar, option, floor, forward or other hedging agreement, arrangement or security, direct funding transaction or other derivative, however denominated and whether entered into on a current or forward basis, identified to the Master Trustee in an Officer's Certificate of the Obligated Group Representative as having been entered into by an Obligated Group Member with a Qualified Provider: (a) with respect to Indebtedness (which is either then-Outstanding or to be incurred after the date of such Certificate) identified in such Certificate for the purpose of (1) reducing or otherwise managing the Obligated Group Member's risk of interest rate changes or (2) effectively converting the Obligated Group Member's interest rate exposure, in whole or in part, from a fixed rate exposure to a variable rate exposure, or from a variable rate exposure to a fixed rate exposure; or (b) for any other interest rate, investment, asset or liability management purpose.

**Financial Statements** means financial statements complying with the provisions set forth in the Master Indenture and described under the caption "Master Indenture - Covenants - Preparation and Filing of Financial Statements, Certificates and Other Information."

**Fiscal Year** means the period beginning on September 1 of each year and ending on the next succeeding August 31, or any other twelve-month period hereafter designated by the Obligated Group Representative as the fiscal year of the Obligated Group.

**Fitch** means Fitch, Inc., doing business as Fitch Ratings, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Corporation by notice in writing to the Authority and the Trustee.

**GAAP** means accounting principles generally accepted in the United States of America, consistently applied.

**Governing Body** means, when used with respect to any Obligated Group Member, its board of directors, board of trustees or other board or group of individuals in which all of the powers of such Obligated Group Member are vested, except for those powers reserved to the corporate membership of such Obligated Group Member by the articles of incorporation or bylaws of such Obligated Group Member.

**Government Issuer** means any municipal corporation, political subdivision, state, territory or possession of the United States, or any constituted authority or agency or instrumentality of any of the foregoing empowered to issue obligations on behalf thereof, which obligations would constitute Related Bonds under the Master Indenture.

**Government Obligations** means: (1) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America; (2) obligations issued or guaranteed by any agency, department or instrumentality of the United States of America if the obligations issued or guaranteed by such entity are rated in one of the two highest rating categories of a Rating Agency (without regard to any gradation of such rating category); (3) certificates which evidence ownership of the right to the payment of the principal of and interest on obligations described in clauses (1) and/or (2), provided that such obligations are held in the custody of a bank or trust company in a special account separate from the general assets of such custodian; and (4) obligations the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103 of the Code, and the timely payment of the principal of and interest on which is fully provided for by the deposit in trust of cash and/or obligations described in clauses (1), (2) and/or (3).

**Governmental Unit** shall have the meaning set forth in Section 150 of the Code.

**Gross Revenue Fund** means the fund by that name established pursuant to the provisions of the Master Indenture.

**Gross Revenues** means all revenues, income, receipts and money now existing or hereafter received by each Obligated Group Member, including: (a) gross revenues collected from its operations and possession of and pertaining to its properties; (b) gifts, grants, bequests, donations and contributions; (c) proceeds derived from (i) condemnation, (ii) insurance, (iii) accounts and accounts receivable, including health-care-insurance receivables, (iv) payment intangibles, (v) inventory and other tangible and intangible property, (vi) medical reimbursement programs and agreements, (vii) contract rights and other rights and assets now or hereafter owned, held or possessed by or on behalf of any Obligated Group Member; and (d) rentals received from the lease of real estate. The terms "accounts," "health-care-insurance receivables," "payment intangibles," and "inventory" as used in the Master Indenture shall have the meanings ascribed to such terms in the California Commercial Code Divisions 8 and 9. Notwithstanding the foregoing, "Gross Revenues" shall not include Restricted Assets.

**Guaranty** means all loan commitments and all obligations of any Obligated Group Member guaranteeing in any manner whatever, whether directly or indirectly, any obligation of any other Person, which would, if such other Person were an Obligated Group Member, constitute Indebtedness.

**Holder**, whenever used with respect to an Obligation, means the registered owner of any Obligation in registered form or the bearer of any Obligation in coupon form which is not registered or is registered to bearer.

**Holder** or **Bondholder**, whenever used with respect to a Bond, means the Person in whose name such Bond is registered.

**Immaterial Affiliates** means Persons that are not Members of the Obligated Group and whose combined total revenues (calculated as if such Persons were Members of the Obligated Group), as shown on their financial statements for their most recently completed fiscal year, were less than ten percent (10%) of the Total Revenues of the Obligated Group (including the Total Revenues of such Persons) as shown on the Financial Statements for the most recently completed Fiscal Year of the Obligated Group.

**Income Available for Debt Service** means, unless the context provides otherwise, as to any period of time, net income, or excess of revenues over expenses (excluding income from all Irrevocable Deposits) before depreciation, amortization, and interest expense, as determined in accordance with GAAP and as shown on the Financial Statements; provided, that no determination thereof shall take into account:

- (a) any revenue or expense of a Person which is not a Member of the Obligated Group;

- (b) gifts, grants, bequests, donations or contributions, to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for the payment of principal of, redemption premium and interest on Indebtedness or the payment of operating expenses;
- (c) the net proceeds of insurance (other than business interruption insurance) and condemnation awards;
- (d) any gain or loss resulting from the extinguishment of Indebtedness;
- (e) any gain or loss resulting from the sale, exchange or other disposition of assets not in the ordinary course of business;
- (f) any gain or loss resulting from any discontinued operations;
- (g) any gain or loss resulting from pension terminations, settlements or curtailments;
- (h) any unusual charges for employee severance;
- (i) adjustments to the value of assets or liabilities resulting from changes in GAAP;
- (j) unrealized gains or losses on investments, including "other than temporary" declines in Book Value;
- (k) gains or losses resulting from changes in valuation of any hedging, derivative, interest rate exchange or similar contract, including, without limitation, any Financial Products Agreement;
- (l) any Financial Product Extraordinary Payments, Financial Product Extraordinary Receipts, or similar payments on any hedging, derivative, interest rate exchange or similar contract that does not constitute a Financial Products Agreement;
- (m) unrealized gains or losses from the write-down, reappraisal or revaluation of assets;
- (n) changes in the share value of investment pools held or managed by Stanford University; or
- (o) other nonrecurring items of any extraordinary nature which do not involve the receipt, expenditure or transfer of assets.

**Indebtedness** means any Guaranty (other than any Guaranty by any Obligated Group Member of Indebtedness of any other Obligated Group Member) and any obligation of any Obligated Group Member (1) for repayment of borrowed money, (2) with respect to finance leases or (3) under installment sale agreements; provided, however, that if more than one Obligated Group Member shall have incurred or assumed a Guaranty of a Person other than an Obligated Group Member, or if more than one Obligated Group Member shall be obligated to pay any obligation, for purposes of any computations or calculations under the Master Indenture, such Guaranty or obligation shall be included only one time. Financial Products Agreements and physician income guaranties shall not constitute Indebtedness.

**Indenture** means the Indenture, as originally executed or as it may from time to time be supplemented, modified or amended by any Supplemental Indenture.

**Independent Consultant** means a firm (but not an individual) which (1) is in fact independent, (2) does not have any direct financial interest or any material indirect financial interest in any Obligated Group Member (other than the agreement pursuant to which such firm is retained), (3) is not connected with any Obligated Group Member as an officer, employee, promoter, trustee, partner, director or person performing similar functions and (4) is qualified to pass upon questions relating to the financial affairs of organizations similar to the Obligated Group or

facilities of the type or types operated by the Obligated Group and having the skill and experience necessary to render the particular opinion or report required by the provision hereof in which such requirement appears.

**Industry Restrictions** means federal, state or other applicable governmental laws or regulations, including conditions imposed specifically on the Obligated Group Members or the Obligated Group Members' facilities, or general industry standards or general industry conditions placing restrictions and limitations on the rates, fees and charges to be fixed, charged and collected by the Obligated Group Members.

**Insurance Consultant** means a Person or firm (which may be an insurance broker or agent of an Obligated Group Member) which (1) is in fact independent, (2) does not have any direct financial interest or any material indirect financial interest in any Obligated Group Member (other than the agreement pursuant to which such Person or firm is retained) and (3) is not connected with any Obligated Group Member as an officer, employee, promoter, underwriter, trustee, partner, director or Person performing similar functions, and designated by the Obligated Group Representative, qualified to survey risks and to recommend insurance coverage for hospitals, health-related facilities and services and organizations engaged in such operations.

**Interest Fund** means the fund by that name established pursuant to the provisions of the Indenture.

**Interest Payment Date** means August 15 and February 15 of each year, commencing on the date set forth on the cover page of the Official Statement.

**Investment Securities** means any of the following:

- (1) United States Government Obligations;
- (2) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America: (a) Export-Import Bank; (b) Rural Economic Community Development Administration; (c) U.S. Maritime Administration; (d) Small Business Administration; (e) U.S. Department of Housing & Urban Development (PHAs); (f) Federal Housing Administration; and (g) Federal Financing Bank;
- (3) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America: (a) senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC); (b) obligations of the Resolution Funding Corporation (REFCORP); and (c) senior debt obligations of the Federal Home Loan Bank System;
- (4) U.S. dollar denominated deposit accounts, including trust funds, trust account, time deposits, overnight bank deposits, interest bearing deposits, interest bearing money market accounts, certificates of deposit (including those placed by a third party pursuant to an agreement between the Trustee and the Corporation), federal fund and bankers' acceptances with domestic commercial banks (including the Trustee or any of its affiliates) which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1" or "A-1+" by S&P and maturing not more than three hundred sixty (360) calendar days after the date of purchase;
- (5) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1" or "A-1+" by S&P and which matures not more than two hundred seventy (270) calendar days after the date of purchase;
- (6) Investments in money market funds rated "AAAm" or "AAm-G" or better by S&P or having a rating in the highest investment category granted thereby from Moody's, including, without limitation any mutual fund for which the Trustee or an affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from money market funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to the Indenture, which fees are separate from the fees received from such money market funds, and (iii) services performed for such money market funds and pursuant to the Indenture may at times duplicate those provided to such money market funds by the Trustee or an affiliate of the Trustee;



(7) Pre-refunded municipal obligations defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on irrevocable escrow account or fund (the "escrow"), in the highest Rating Category of Moody's or S&P or any successors thereto; or (b) (i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or United States Government Obligations, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (ii) which escrow is sufficient, as verified by an independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(8) Municipal obligations rated "Aaa/AAA" or general obligations of states of the United States of America with a rating of "A2/A" or higher by both Moody's and S&P; and

(9) Investment agreements with any financial institution that at the time of investment has long-term obligations rated in one of the three highest Rating Categories by each Rating Agency then rating both the Bonds and such obligations (but in all cases by at least one Rating Agency then rating the Bonds).

**Irrevocable Deposit** means an irrevocable deposit in trust of cash in an amount, or Government Obligations, or other securities permitted for such purpose pursuant to the terms of the documents governing the payment of or discharge of Indebtedness, the principal of and interest on which will be in an amount sufficient to pay all or a portion of the principal of, premium, if any, and interest on, any such Indebtedness (which would otherwise be considered Outstanding) as the same shall become due. The trustee of such deposit may be the Master Trustee, a Related Bond Trustee or any other trustee or escrow agent authorized to act in such capacity.

**Issue Date** means the date of original delivery of the Bonds.

**Lease** means that certain Ground Lease (Hospital Campus) and that certain Ground Lease (Hoover Campus), each made and entered into as of February 1, 2012, between Stanford University, as lessor, and the Corporation, as lessee, which supersede the Restatement and Assignment of Lease (Hospital and Hoover Pavilion), dated November 1, 1997, as amended by Amendment of Lease, dated March 31, 2000, among Stanford University, as lessor, the Corporation, as lessee, and UCSF Stanford Health Care, as assignee, which amended and restated that certain Lease and License Agreement, dated as of April 20, 1984, between Stanford University, as lessor, and the Corporation, as lessee.

**Lien** means any mortgage or pledge of, or security interest in, or lien or encumbrance on, any Property, including Gross Revenues, of an Obligated Group Member (i) which secures any Indebtedness or any other obligation of such Obligated Group Member or (ii) which secures any obligation of any Person other than an Obligated Group Member, and excluding liens applicable to Property in which an Obligated Group Member has only a leasehold interest, unless the lien secures Indebtedness of that Obligated Group Member.

**Loan Agreement** means that certain Loan Agreement, dated as of June 1, 2015, between the Authority and the Corporation, as originally executed and as it may from time to time be supplemented, modified or amended in accordance with the terms thereof and of the Indenture.

**Loan Default Event** means any of the events specified as such in the Loan Agreement.

**Loan Repayments** means the payments so designated and required to be made by the Corporation pursuant to the provisions of the Loan Agreement.

**Mandatory Sinking Account Payment** means the amount required pursuant to the provisions of the Indenture to be paid by the Authority on any single date for the redemption or payment at maturity of Bonds.



**Master Indenture** means that certain Amended and Restated Master Indenture of Trust, dated as of June 1, 2011, which took effect on the Amended Master Indenture Effective Date, between Stanford Hospital and Clinics, currently known as Stanford Health Care, and the Master Trustee, and which amended and restated the Original Master Indenture, as originally executed and as it may from time to time be supplemented, modified or amended in accordance with the terms thereof.

**Master Trustee** means The Bank of New York Mellon Trust Company, N.A., a national banking association organized under the laws of the United States of America, and, subject to the limitations contained in the Master Indenture, any other corporation or association that may be co-trustee with the Master Trustee, and any successor or successors to said trustee or co-trustee in the trusts created under the Master Indenture.

**Maximum Annual Debt Service** means the greatest amount of Annual Debt Service becoming due and payable in any Fiscal Year including the Fiscal Year in which the calculation is made or any subsequent Fiscal Year; provided, however that for the purposes of computing Maximum Annual Debt Service:

(a) with respect to a Guaranty, there shall be included in the calculation of Annual Debt Service a percentage of the Annual Debt Service (calculated as if such Person were a Obligated Group Member) guaranteed by the Obligated Group Members under the Guaranty, based on the ratio of Income Available for Debt Service of the Person whose indebtedness is guaranteed by the Obligated Group Member (calculated as if such Person were a Obligated Group Member), over the Maximum Annual Debt Service of such Person (calculated as if such Person were a Obligated Group Member) (such ratio being hereinafter referred to as the "Ratio"). If the Ratio is greater than 2.00, no Annual Debt Service on the indebtedness guaranteed shall be included in the calculation of Annual Debt Service. If the Ratio is equal to or less than 2.0, twenty percent (20%) of Annual Debt Service on the indebtedness guaranteed shall be included in the calculation of Annual Debt Service; provided however, that if the indebtedness guaranteed shall be in default, one hundred percent (100%) of such indebtedness shall be included in the calculation of Annual Debt Service until such time as either the default is cured, the indebtedness guaranteed is repaid or the Guaranty is terminated.

(b) if interest on Long-Term Indebtedness is payable pursuant to a variable interest rate formula (or if Financial Product Payments or Financial Product Receipts are determined pursuant to a variable rate formula), the interest rate on such Long-Term Indebtedness (or the variable rate formula for such Financial Product Payments or Financial Product Receipts) for periods when the actual interest rate cannot yet be determined shall be assumed to be equal to (i) if such Long-Term Indebtedness (or Financial Products Agreement) was Outstanding during the twelve (12) calendar months immediately preceding the date of calculation, an average of the interest rates per annum which were in effect for such period, and (ii) if such Long-Term Indebtedness (or Financial Products Agreement) was not Outstanding during the twelve (12) calendar months immediately preceding the date of calculation, at the election of the Obligated Group Representative, either (x) an average of the SIFMA Swap Index during the twelve (12) calendar months immediately preceding the date of calculation or (y) an average of the interest rates per annum which would have been in effect for any twelve (12) consecutive calendar months during the eighteen (18) calendar months immediately preceding the date of calculation, as specified in a Certificate of the Obligated Group Representative or, at the sole option of the Obligated Group Representative, such interest rate as shall be specified in a written statement from an investment banking or financial advisory firm selected by the Obligated Group Representative.

(c) debt service on Long-Term Indebtedness incurred to finance capital improvements shall be included in the calculation of Maximum Annual Debt Service only in proportion to the amount of interest on such Long-Term Indebtedness which is payable in the then-current Fiscal Year from sources other than proceeds of such Long-Term Indebtedness held by a trustee or escrow agent for such purpose (excluding any funds held on deposit in a debt service reserve fund established in connection with such Long-Term Indebtedness);

(d) with respect to Balloon Indebtedness, such Balloon Indebtedness shall be treated, at the sole option of the Obligated Group Representative, as Long-Term Indebtedness bearing interest at an interest rate equal to either (i) a fixed rate equal to the Thirty-Year Revenue Bond Index most recently published in *The Bond Buyer* prior to the date of calculation or (ii) such interest rate as shall be specified in a written statement from an investment banking or financial advisory firm selected by the Obligated Group Representative, and (x) with substantially level debt service over a period of up to thirty (30) years (which period shall be designated by the

Obligated Group Representative) from the date of calculation, or (y) with the debt service being interest only for a designated period of years and then substantially level debt service over a designated period of years (each of which periods shall be designated by the Obligated Group Representative), provided that such periods shall not aggregate in excess of thirty (30) years (by way of example, Annual Debt Service on Balloon Indebtedness could be designated by the Obligated Group Representative to be treated as interest only for twenty-five (25) years and as level payments of principal and interest for the next five (5) years); and

(e) debt service on Commercial Paper Indebtedness shall be treated in the same manner as interest on Long-Term Indebtedness payable pursuant to a variable interest rate formula as provided in clause (b) above.

**Member** means the Corporation and each other Person that is then obligated as a Member under and as defined in the Master Indenture.

**Merger Transaction** shall have the meaning specified in the provisions of the Master Indenture and described under the caption "Master Indenture - Covenants - Merger, Consolidation, Sale or Conveyance."

**Moody's** means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, its successors and their assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Corporation by notice to the Authority and the Trustee.

**Nonrecourse Indebtedness** means any Indebtedness which is not a general obligation and which is secured by a Lien on Property, Plant and Equipment acquired or constructed with the proceeds of such Indebtedness, liability for which is effectively limited to the Property, Plant and Equipment subject to such Lien, with no recourse, directly or indirectly, to any other Property of any Obligated Group Member or to any Obligated Group Member.

**Obligated Group** means the Corporation and each other Person which becomes a Member of, and has not withdrawn from, the Obligated Group, in each case pursuant to the terms of the Master Indenture.

**Obligated Group Member** means the Corporation and each other Person that is then obligated as a Member under and as defined in the Master Indenture.

**Obligated Group Representative** means the Corporation or such other Obligated Group Member (or Obligated Group Members acting jointly) as may have been designated pursuant to written notice to the Master Trustee executed by the Corporation.

**Obligation** means any obligation of the Obligated Group, including the Existing Obligations, issued pursuant to the provisions of the Master Indenture, as a joint and several obligation of each Obligated Group Member, which may be in any form set forth in a Related Supplement, including, but not limited to, bonds, notes, obligations, debentures, reimbursement agreements, loan agreements, Financial Products Agreements or leases. Reference to a Series of Obligations or to Obligations of a Series means Obligations or a Series of Obligations issued pursuant to a single Related Supplement.

**Obligation No. 35** means the obligation issued by the Corporation pursuant to the Master Indenture and Supplement No. 35.

**Officer's Certificate** means a certificate signed by an Authorized Representative of the Obligated Group Representative.

**Official Statement** means, the Official Statement, dated June 26, 2015, relating to, and used in connection with the sale of, the Bonds, including all appendices thereto.

**Opinion of Bond Counsel** means a written opinion signed by an attorney or firm of attorneys experienced in the field of public finance whose opinions are generally accepted by purchasers of bonds issued by or on behalf of a Government Issuer.

**Opinion of Counsel** means, for purposes of the Master Indenture, a written opinion signed by a reputable and qualified attorney or firm of attorneys who may be counsel for the Obligated Group Representative.

**Opinion of Counsel** means, for purposes of the Indenture and Loan Agreement, a written opinion of counsel (who may be counsel for the Authority, the Trustee or the Corporation), selected by the Corporation and acceptable to the Authority.

**Optional Redemption Account** means the account by that name in the Redemption Fund established pursuant to the provisions of the Indenture.

**Original Master Indenture** means that certain Master Indenture of Trust, dated as of December 1, 1990, as supplemented and amended to the Amended Master Indenture Effective Date, between Stanford University Hospital, currently known as Stanford Health Care, and First Interstate Bank, LTD., predecessor master trustee to BNY Western Trust Company, predecessor-in-interest to The Bank of New York Mellon Trust Company, N.A., formerly known as The Bank of New York Trust Company, N.A., as master trustee.

**Outstanding**, when used as of any particular time with reference to Bonds, means (subject to the provisions of the Indenture relating to disqualified Bonds) all Bonds theretofore, or thereupon being, authenticated and delivered by the Trustee under the Indenture except: (1) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation; (2) Bonds with respect to which all liability of the Authority shall have been discharged in accordance with the discharge provisions of the Indenture; (3) Bonds for the transfer or exchange of or in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to the Indenture; and (4) Bonds paid pursuant the provisions of the Indenture relating to mutilated, lost, destroyed or stolen Bonds.

**Outstanding**, when used with reference to Indebtedness or Obligations, means, as of any date of determination, all Indebtedness or Obligations theretofore issued or incurred and not paid and discharged other than (1) Obligations theretofore cancelled by the Master Trustee or delivered to the Master Trustee for cancellation or otherwise deemed paid in accordance with the terms hereof, including, without limitation, Obligations securing Related Bonds which have been defeased pursuant to their terms, (2) Obligations in lieu of which other Obligations have been authenticated and delivered or which have been paid pursuant to the provisions of a Related Supplement regarding mutilated, destroyed, lost or stolen Obligations unless proof satisfactory to the Master Trustee has been received that any such Obligation is held by a bona fide purchaser, (3) any Obligation held by any Obligated Group Member, (4) Indebtedness deemed paid and no longer outstanding pursuant to the terms thereof, and (5) Indebtedness for which there has been an Irrevocable Deposit, but only to the extent that payment of debt service on such Indebtedness is payable from such Irrevocable Deposit; provided, however, that if two or more obligations which constitute Indebtedness represent the same underlying obligation (as when an Obligation secures an issue of Related Bonds and another Obligation secures repayment obligations to a bank under a letter of credit which secures such Related Bonds) for purposes of calculating compliance with the various financial covenants contained in the Master Indenture, but only for such purposes, only one of such Obligations shall be deemed Outstanding and the Obligation so deemed to be Outstanding shall be that Obligation which produces the greatest amount of Annual Debt Service to be included in the calculation of such covenants.

**Parity Financial Product Extraordinary Payments** means Existing Parity Financial Product Extraordinary Payments and Financial Product Extraordinary Payments that: (i) are with respect to a Financial Products Agreement secured or evidenced by an Obligation; and (ii) have been specified to be payable on a parity with Financial Product Payments in the Related Supplement authorizing the issuance of such Obligation.

**Participating Underwriter** means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

**Permitted Liens** means and includes:

(a) Any judgment lien or notice of pending action against any Obligated Group Member so long as the judgment or pending action is being contested and execution thereon is stayed or while the period for responsive pleading has not lapsed;

(b) (i) Rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or provision of law, affecting any Property, to (A) terminate such right, power, franchise, grant, license or permit, provided that the exercise of such right would not materially impair the use of such Property or materially and adversely affect the Value thereof, or (B) purchase, condemn, appropriate or recapture, or designate a purchase of, such Property; (ii) any liens on any Property for taxes, assessments, levies, fees, water and sewer charges, and other governmental and similar charges and any liens of mechanics, materialmen, laborers, suppliers or vendors for work or services performed or materials furnished in connection with such Property, which are not due and payable or which are not delinquent, or the amount or validity of which are being contested and execution thereon is stayed or, with respect to liens of mechanics, materialmen and laborers, have been due and payable or which are not delinquent, or the amount or validity of which are being contested and execution thereon is stayed or, with respect to liens of mechanics, materialmen and laborers, have been due for less than sixty (60) days or for which a bond has been furnished; (iii) easements, rights-of-way, servitudes, restrictions and other minor defects, encumbrances, and irregularities in the title to any Property which do not materially impair the use of such Property or materially and adversely affect the Value thereof; and (iv) rights reserved to or vested in any municipality or public authority to control or regulate any Property or to use such Property in any manner, which rights do not materially impair the use of such Property in any manner, or materially and adversely affect the Value thereof;

(c) Any Lien in favor of the Master Trustee securing all Outstanding Obligations equally and ratably;

(d) Liens arising by reason of good faith deposits with any Obligated Group Member in connection with leases of real estate, bids or contracts (other than contracts for the payment of money), deposits by any Obligated Group Member to secure public or statutory obligations, or to secure, or in lieu of, surety, stay or appeal bonds, and deposits as security for the payment of taxes or assessments or other similar charges;

(e) Any Lien arising by reason of deposits with, or the giving of any form of security to, any governmental agency or any body created or approved by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license, or to enable any Obligated Group Member to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with workers' compensation, unemployment insurance, pension or profit sharing plans or other similar social security plans, or to share in the privileges or benefits required for companies participating in such arrangements;

(f) Any Lien arising by reason of any escrow or reserve fund established to pay debt service with respect to Indebtedness;

(g) Any Lien in favor of a trustee on the proceeds of Indebtedness prior to the application of such proceeds;

(h) Liens on moneys deposited by patients or others with any Obligated Group Member as security for or as prepayment for the cost of patient care;

(i) Liens on Property received by any Obligated Group Member through gifts, grants, bequests or research grants, such Liens being due to restrictions on such gifts, grants, bequests or research grants or the income thereon, up to the Fair Market Value of such Property;

(j) Rights of the United States of America, including, without limitation, the Federal Emergency Management Agency ("FEMA"), or the State of California, including without limitation the California Emergency Management Agency, by reason of FEMA and other federal and State of California funds made available to any Member of the Obligated Group under federal or State of California statutes;

(k) Liens on Property securing Indebtedness incurred to refinance Indebtedness previously secured by a Lien on such Property, provided that the aggregate principal amount of such new Indebtedness does not exceed the aggregate principal amount of such refinanced Indebtedness;

(l) Liens granted by an Obligated Group Member to another Obligated Group Member;

(m) Liens securing Nonrecourse Indebtedness incurred pursuant to the provisions hereof;

(n) Liens consisting of purchase money security interests (as defined in the UCC) and lessors' interest in capitalized leases;

(o) Liens on the Obligated Group Members' accounts receivable, provided that at the time of creation of such Lien, the Indebtedness secured by any such Lien shall not exceed thirty percent (30%) of the Obligated Group Members' net accounts receivable as shown on the most recent Financial Statements available at the time of incurrence of the Indebtedness to be secured by such Lien, and provided further that no more than thirty percent (30%) of the Obligated Group Members' net accounts receivable can be utilized for such securitization;

(p) Liens on revenues constituting rentals in connection with any other Lien permitted under the Master Indenture on the Property from which such rentals are derived;

(q) The lease or license of the use of a part of an Obligated Group Member's facilities for use in performing professional or other services necessary for the proper and economical operation of such facilities in accordance with customary business practices in the industry;

(r) Liens on Property due to rights of third party payors for recoupment of excess reimbursement amounts paid to any Obligated Group Member;

(s) Liens on real property constituting Property not necessary for the delivery of patient care by any Obligated Group Member;

(t) Liens securing the interest of a vendor or lessor under any conditional sale agreement, capital lease or other title agreement;

(u) Liens in favor of banking or other depository institutions arising as a matter of law encumbering the deposits of any Obligated Group Member held in the ordinary course of business by such banking institution (including any right of setoff or statutory bankers' liens) so long as such deposit account is not established or maintained for the purpose of providing such Lien, right of setoff or bankers' lien;

(v) Rights of tenants under leases or rental agreements pertaining to Property, Plant and Equipment owned by any Obligated Group Member so long as the lease arrangement is in the ordinary course of business of such Obligated Group Member;

(w) Deposits of Property by any Obligated Group Member to meet regulatory requirements for a governmental workers' compensation, unemployment insurance or social security program, other than any Lien imposed by ERISA;

(x) Deposits to secure the performance of another party with respect to a bid, trade contract, statutory obligation, surety bond, appeal bond, performance bond or lease (other than a lease that is treated as Indebtedness under GAAP), and other similar obligations incurred in the ordinary course of business of an Obligated Group Member;

(y) Liens resulting from deposits to secure bids from or the performance of another party with respect to contracts incurred in the ordinary course of business of an Obligated Group Member (other than contracts creating or evidencing an extension of credit to the depositor or otherwise for the payment of Indebtedness);



(z) Present or future zoning laws, ordinances or other laws or regulations restricting the occupancy, use or enjoyment of Property, Plant and Equipment of any Obligated Group Member which, in the aggregate, are not substantial in amount, and which do not in any case materially impair the Fair Market Value or use of such Property, Plant and Equipment for the purposes for which it is used or could reasonably be expected to be held or used;

(aa) Liens junior to Liens in favor of the Master Trustee;

(bb) Liens created on amounts deposited by an Obligated Group Member pursuant to a security annex or similar document to collateralize obligations of such Obligated Group Member under a Financial Products Agreement;

(cc) Liens or encumbrances contemplated by or created in connection with or arising out of the Lease; and

(dd) Any other Lien on Property, provided that at the time of creation of such Lien the Value of all Property encumbered by all Liens permitted as described in this clause (dd) does not exceed twenty-five percent (25%) of the total Value of all Property of the Obligated Group Members as shown on the Financial Statements of the Obligated Group for the most recent Fiscal Year available at the time of creation of such Lien.

**Person** means an individual, association, corporation, firm, limited liability company, partnership, trust or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

**Principal Fund** means the fund by that name established pursuant to the provisions of the Indenture.

**Principal Office** means, solely with respect to the surrender of Bonds for payment, transfer, or exchange, such office as is designated by the Trustee, and for all other purposes, the corporate trust office of the Trustee located at One California Street, Suite 1000, San Francisco, California 94111, Attention: Global Corporate Trust Services or such other or additional offices as may be designated by the Trustee from time to time.

**Principal Payment Date** means, with respect to a Bond, the date on which principal evidenced by such Bond becomes due and payable, whether at maturity, upon redemption, by declaration of acceleration or otherwise.

**Project Fund** means the fund so designated and established pursuant to the provisions of the Indenture.

**Property** means any and all rights, titles and interests in and to any and all assets of any Obligated Group Member, whether real or personal, tangible or intangible and wherever situated.

**Property, Plant and Equipment** means all Property of any Obligated Group Member which is considered property, plant and equipment of such Obligated Group Member under GAAP.

**Qualified Provider** means any financial institution or insurance company or corporation which is a party to a Financial Products Agreement if (i) the unsecured long-term debt obligations of such provider (or of the parent or a subsidiary of such provider if such parent or subsidiary guarantees or otherwise assures the performance of such provider under such Financial Products Agreement), or (ii) obligations secured or supported by a letter of credit, contract, guarantee, agreement, insurance policy or surety bond issued by such provider (or such guarantor or assuring parent or subsidiary) are rated in one of the three highest rating categories of a Rating Agency (without regard to any gradation or such rating category) at the time of the execution and delivery of the Financial Products Agreement.

**Rating Agency** means, as and to the extent applicable, any nationally recognized securities rating service, including Fitch, Moody's or S&P, then maintain a rating on the Bonds at the request, or upon application, of the Corporation.

**Rating Category** means a generic securities rating category, without regard to any refinement or gradation of such rating category by a numerical modifier or otherwise.



**Rebate Fund** means the fund by that name established pursuant to the provisions of the Indenture.

**Record Date** means with respect to each Interest Payment Date the first day (whether or not a Business Day) of the calendar month during which such Interest Payment Date occurs.

**Redemption Fund** means the fund by that name established pursuant to the provisions of the Indenture.

**Redemption Price** means, with respect to any Bond (or portion thereof), the principal amount of such Bond (or portion), plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond and the Indenture.

**Related Bond Indenture** means any indenture, bond resolution, trust agreement, or other comparable instrument pursuant to which a series of Related Bonds are issued.

**Related Bond Issuer** means the Government Issuer of any issue of Related Bonds.

**Related Bond Trustee** means the trustee and its successors in the trusts created under any Related Bond Indenture, and if there is no such trustee, means the Related Bond Issuer.

**Related Bonds** means the revenue bonds or other obligations (including, without limitation, certificates of participation) issued by any Government Issuer, the proceeds of which are loaned or otherwise made available to an Obligated Group Member in consideration of the execution, authentication and delivery of an Obligation or Obligations to or for the order of such Government Issuer.

**Related Supplement** means an indenture supplemental to, and authorized and executed pursuant to the terms of, the Master Indenture.

**Required Payment** means any payment, whether at maturity, by acceleration, upon proceeding for redemption or otherwise, including without limitation, Financial Product Payments, Financial Product Extraordinary Payments, required to be made by any Obligated Group Member under the Master Indenture, any Related Supplement or any Obligation.

**Responsible Officer** means, with respect to the Master Trustee, the president, any vice president, any assistant vice president, any assistant secretary, any assistant treasurer, any senior associate, any associate or any other officer of the Master Trustee customarily performing functions similar to those performed by the persons above designated or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject.

**Responsible Officer** means, with respect to the Trustee, the president, any vice president, any assistant vice president, the secretary, any assistant secretary, the treasurer, any assistant treasurer, any senior associate, any associate or any other officer of the Trustee within the Principal Office (or any successor corporate trust office) customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred at the Principal Office because of such person's knowledge of and familiarity with the particular subject and having direct responsibility for the administration of the Indenture.

**Restricted Assets** means any gifts, grants, bequests, donations and contributions to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for the payment of Required Payments or the payment of operating expenses.

**Revenues** means all amounts received by the Authority or the Trustee for the account of the Authority pursuant or with respect to the Loan Agreement or Obligation No. 35, including, without limiting the generality of the foregoing, Loan Repayments (including both timely and delinquent payments and any late charges, and regardless of source), prepayments, insurance proceeds, condemnation proceeds, and all interest, profits or other income derived from the investment of amounts in any fund or account established pursuant to the Indenture, but not

including any Additional Payments or Administrative Fees and Expenses or any moneys required to be deposited to, or on deposit in, the Rebate Fund.

**Rule** means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**S&P** means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, which is a subsidiary of The McGraw-Hill Companies, Inc., a corporation organized and existing under the laws of the State of New York, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Corporation by notice to the Authority and the Trustee.

**Securities Depository** means The Depository Trust Company and its successors and assigns, or any other securities depository selected as set forth in the Indenture.

**Serial Bonds** means Bonds, maturing by their terms in specified years, for which no Mandatory Sinking Account Payments are provided.

**Short-Term Indebtedness** means all (i) Indebtedness having an original maturity less than or equal to one year and not renewable at the option of an Obligated Group Member for a term greater than one year from the date of original incurrence or issuance or (ii) Indebtedness with a maturity or renewable at the option of a Obligated Group Member with a term greater than one year, if by the terms of such Indebtedness, no Indebtedness is permitted to be outstanding thereunder for a period of at least twenty (20) consecutive days during each calendar year. For purposes of this definition, (i) only the stated maturity of Indebtedness (and not any tender or put right of the holder of such Indebtedness) shall be taken into account in determining if such Indebtedness constitutes Short-Term Indebtedness under the Master Indenture and (ii) classification of Indebtedness as current or short-term under GAAP shall not be controlling. Commercial Paper Indebtedness shall not constitute Short-Term Indebtedness for any purpose under the Master Indenture.

**SIFMA** means the Securities Industry & Financial Markets Association.

**SIFMA Swap Index** means, for purposes of the Master Indenture, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Municipal Market Data and published or made available by SIFMA or any Person acting in cooperation with or under the sponsorship of SIFMA or if such index is no longer available SIFMA Swap Index shall refer to an index selected by the Obligated Group Representative, with the advice of an investment banking or financial services firm knowledgeable in health care matters.

**Sinking Account** means each account by that name in the Principal Fund established pursuant to the provisions of the Indenture.

**Special Record Date** means the date established by the Trustee as a record date for the payment of defaulted interest on the Bonds.

**Special Redemption Account** means the account by that name in the Redemption Fund established pursuant to the provisions of the Indenture.

**Stanford University** means The Board of Trustees of the Leland Stanford Junior University, a body having corporate powers under the Constitution and laws of the State of California, and its successors and assigns.

**State** means the State of California.

**Subordinate Financial Product Extraordinary Payment** means any Financial Product Extraordinary Payment other than a Parity Financial Product Extraordinary Payment.

**Subordinated Indebtedness** means Indebtedness specifically subordinated as to payment and security to the payment of all Required Payments and other obligations of the Obligated Group Members under the Master Indenture.

**Supplement No. 35** means that certain Supplemental Master Indenture for Obligation No. 35, dated as of June 1, 2015, between the Corporation and the Master Trustee, as originally executed and as amended or supplemented from time to time in accordance with the terms of the Master Indenture.

**Supplemental Indenture** means any supplemental indenture duly authorized and entered into between the Authority and the Trustee, supplementing, modifying or amending the Indenture; but only if and to the extent that such Supplemental Indenture is specifically authorized under the Indenture.

**Surviving Entity** has the meaning set forth in the provisions of the Master Indenture and described under the caption "Master Indenture - Covenants - "Merger, Consolidation, Sale or Conveyance."

**Tax Agreement** means the Tax Certificate and Agreement, delivered by the Authority and the Corporation at the time of issuance and delivery of the Bonds, as the same may be amended or supplemented in accordance with its terms.

**Term Bonds** means Bonds payable at or before their specified maturity date or dates from Mandatory Sinking Account Payments established for that purpose and calculated to retire such Bonds on or before their specified maturity date or dates.

**Total Revenues** means, for the period of calculation in question, the sum of operating revenue (including net patient service revenue, capitation or premium revenue and other revenue) and nonoperating gains (losses), as shown on the Financial Statements of the Obligated Group for the most recent Fiscal Year.

**Transaction Test** means with respect to any specified transaction, that: (i) no Event of Default or Default then exists; and (ii) following such transaction, the Obligated Group could satisfy the conditions for the issuance of \$1.00 of additional Long-Term Indebtedness set forth in the provisions of the Master Indenture described under the caption "Master Indenture - Covenants - Limitations on Indebtedness - Long-Term Indebtedness," assuming that such transaction occurred at the start of the most recent Fiscal Year and taking into account any other transaction entered into within the then current Fiscal Year.

**Trustee** means U.S. Bank National Association, a national banking association organized and existing under the laws of the United States of America, or any successor thereto, as Trustee under the Indenture, as provided in the Indenture.

**2015 Series B Bonds** means the California Health Facilities Financing Authority Variable Rate Revenue Bonds (Stanford Health Care), 2015 Series B.

**2015 Series Project** means the health care facilities owned and operated by the Corporation to be financed by the Bonds, as more fully described in an exhibit attached to the Indenture.

**UCC** means the Uniform Commercial Code of the State of California, as amended from time to time.

**United States Government Obligations** means:

(1) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of which are fully guaranteed by the United States of America, including, but not limited to: (i) U.S. treasury obligations; (ii) all direct or fully guaranteed obligations; (iii) Farmers Home Administration; (iv) General Services Administration; (v) Guaranteed Title XI financing; (vi) Government National Mortgage Association (GNMA); and (vii) State and Local Government Series;

(2) certificates or other instruments that evidence direct ownership of future principal and/or interest on obligations described in clause (1), provided that such obligations are held in the custody of a bank or trust company in a special account separate from the general assets of such custodian; and

(3) obligations (a) the interest on which is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Code, (b) the timely payment of the principal of and interest on which is fully provided for by the deposit in trust or escrow of cash or obligations described in clauses (1) or (2), and (c) that are rated in the highest Rating Category by each Rating Agency then rating both the Bonds and such obligations (but in all cases by at least one Rating Agency then rating the Bonds).

**Value**, when used with respect to Property, means the aggregate value of all such Property, with each component of such Property valued, at the option of the Obligated Group Representative, at either its Fair Market Value or its Book Value.

## **MASTER INDENTURE**

### **General**

The Master Indenture authorizes the issuance of Obligations by the Obligated Group. An Obligation is stated in the Master Indenture to be a joint and several obligation of each Member of the Obligated Group. The Corporation is currently the only Member of the Obligated Group.

### **Authorization and Issuance of Obligations**

**Authorization of Obligations.** Pursuant to the provisions of the Master Indenture, each Obligated Group Member authorizes the issuance from time to time of Obligations or Series of Obligations, without limitation as to amount, except as provided in the Master Indenture or as may be limited by law, and subject to the terms, conditions and limitations established in the Master Indenture and in any Related Supplement.

**Issuance of Obligations.** From time to time when authorized by the Master Indenture and subject to the terms, limitations and conditions established in the Master Indenture or in a Related Supplement, the Obligated Group Representative may authorize the issuance of an Obligation or a Series of Obligations by entering into a Related Supplement. The Obligation or the Obligations of any such Series may be issued and delivered to the Master Trustee for authentication upon compliance with the provisions of the Master Indenture and of any Related Supplement. The Corporation has been designated as the Obligated Group Representative pursuant to the provisions of the Master Indenture.

### **Covenants**

**Payment of Required Payments.** Each Obligated Group Member jointly and severally covenants, to pay or cause to be paid promptly, all Required Payments at the place, on the dates and in the manner provided in the Master Indenture, or in any Related Supplement or Obligation. Each Obligated Group Member acknowledges that the time of such payment and performance is of the essence of the Obligations under the Master Indenture. Each Obligated Group Member further covenants to faithfully observe and perform all of the conditions, covenants and requirements of the Master Indenture, any Related Supplement and any Obligation.

**Maintenance of Properties; Payment of Indebtedness.** Each Obligated Group Member covenants to:

(a) maintain its Property, Plant and Equipment in accordance with all valid and applicable governmental laws, ordinances, approvals and regulations including, without limitation, such zoning, sanitary, pollution and safety ordinances and laws and such rules and regulations thereunder as may be binding upon it; provided, however, that no Obligated Group Member shall be required to comply with any law, ordinance, approval or regulation as long as it shall in good faith contest the validity thereof;

(b) maintain and operate its Property, Plant and Equipment in reasonably good working condition, and from time to time make or cause to be made all needful and proper replacements, repairs and improvements so that the operations of such Obligated Group Member will not be materially impaired;

(c) pay and discharge all applicable taxes, assessments, governmental charges of any kind whatsoever, water rates, meter charges and other utility charges which may be or have been assessed or which may have become Liens upon the Property, Plant and Equipment, and will make such payments or cause such payments to be made in due time to prevent any delinquency thereon or any forfeiture or sale of any part of the Property, Plant and Equipment, and, upon request, will furnish to the Master Trustee receipts for all such payments, or other evidences satisfactory to the Master Trustee; provided, however, that no Obligated Group Member shall be required to pay any tax, assessment, rate or charge as long as it shall in good faith contest the validity thereof as set out in the definition of Permitted Liens;

(d) pay or otherwise satisfy and discharge all of its obligations and Indebtedness and all demands and claims against it as and when the same become due and payable, other than obligations, Indebtedness, demands or claims (exclusive of the Obligations issued and Outstanding under the Master Indenture) the validity, amount or collectibility of which is being contested in good faith;

(e) at all times comply with all terms, covenants and provisions of any Liens at such time existing upon its Property or any part thereof or securing any of its Indebtedness noncompliance with which would have a material adverse effect on the operations of the Obligated Group or its Property;

(f) use its best efforts to maintain (as long as it is in its best interests and will not materially adversely affect the interests of the Holders) all permits, licenses and other governmental approvals necessary for the operation of its Property; and

(g) take no action or suffer any action to be taken by others which would result in the interest on any Related Bond issued as a tax exempt obligation becoming subject to federal income taxation.

Nothing in the Master Indenture shall be construed to require an Obligated Group Member to maintain any permit, license or other governmental approval, or to continue to operate or maintain any Property, Plant or Equipment, if, in the reasonable good faith judgment of the Obligated Group Member, such permit, license, governmental approval or Property, Plant or Equipment is, or within the next succeeding 12 calendar months is reasonably expected to become, inadequate, obsolete, unsuitable, undesirable or unnecessary for the business of the Obligated Group and failure to maintain or operate such permit, license, governmental approval or Property, Plant or Equipment will not materially adversely impair the operation of the Obligated Group.

## **Insurance**

(a) Each Obligated Group Member, respectively, covenants and agrees that it will keep the Property, Plant and Equipment and all of its operations adequately insured at all times and carry and maintain such insurance in amounts which are customarily carried, subject to customary deductibles and alternative risk management programs and self-insurance, and against such risks as are customarily insured against by other health care institutions in connection with the ownership and operation of health facilities of similar character and size in the State of California.

(b) The Obligated Group Representative shall employ an Insurance Consultant at least once every two (2) years to review the insurance requirements (including alternative risk management programs and self-insurance) of the Members. If the Insurance Consultant makes recommendations for a change in the insurance coverage required by the Master Indenture, the Obligated Group Members shall change such coverage in accordance with such recommendations, subject to a good faith determination of the Governing Body of the Obligated Group Representative that such recommendations, in whole or in part, are not in the best interests of the Obligated Group Members or that such coverage is not obtainable at commercially reasonable rates. In lieu of maintaining insurance coverage which the Governing Body of the Obligated Group Representative deems necessary, the Obligated Group Members shall have the right to adopt alternative risk management programs which the Governing Body of the

Obligated Group Representative determines to be reasonable and which shall not have a material adverse impact on reimbursement from third-party payers, including, without limitation, to self-insure in whole or in part individually or in connection with other institutions, to participate in programs of captive insurance companies, to participate with other health care institutions in mutual or other cooperative insurance or other risk management programs, to participate in state or federal insurance programs, to take advantage of state or federal laws now or hereafter in existence limiting medical and malpractice liability, or to establish or participate in other alternative risk management programs; all as may be approved, in writing, as reasonable and appropriate risk management by the Insurance Consultant.

(c) The Obligated Group Members shall have the right, without giving rise to an Event of Default under the Master Indenture solely on such account, (1) to maintain insurance coverage below that required by the provisions of the Master Indenture described in subsection (a) above, if the Obligated Group Representative furnishes to the Master Trustee a certificate of the Insurance Consultant that the insurance so provided accords the greatest amount of coverage available for the risk being insured against at rates which in the judgment of the Insurance Consultant are reasonable in connection with reasonable and appropriate risk management, or (2) to adopt alternative risk management and self-insurance programs in accordance with the provisions of the Master Indenture described in subsection (b) above.

**Against Encumbrances.** Each Obligated Group Member, respectively, covenants and agrees that it will not create, assume or suffer to exist any Lien upon the Property of the Obligated Group, except for Permitted Liens. Each Obligated Group Member, respectively, further covenants and agrees that if such a Lien (other than a Permitted Lien) is nonetheless created by someone other than an Obligated Group Member and is assumed by any Obligated Group Member, it will make or cause to be made effective a provision whereby all Obligations will be secured prior to any such Indebtedness or other obligation secured by such Lien.

**Limitations on Indebtedness.** Each Obligated Group Member covenants that it will not incur any Indebtedness except in accordance with the provisions of the Master Indenture described below:

(a) Long-Term Indebtedness, if prior to the date of incurrence of the Long-Term Indebtedness there is delivered to the Master Trustee an Officer's Certificate to the effect that:

(1) the Debt Service Coverage Ratio for the most recent Fiscal Year for which Financial Statements are available with respect to all Long-Term Indebtedness then Outstanding at the time of such certification and the additional Long-Term Indebtedness to be incurred, but excluding any Long-Term Indebtedness to be refunded with the proceeds of said additional Long-Term Indebtedness to be incurred, was not less than 1.2:1.0;

(2) (i) the Debt Service Coverage Ratio for the most recent Fiscal Year for which Financial Statements are available was not less than 1.2:1.0 and (ii) the Debt Service Coverage Ratio for each of the two (2) Fiscal Years beginning with the Fiscal Year commencing after the estimated completion of the construction, acquisition or equipping of Property to be financed by such Indebtedness (or, if the proceeds of such Indebtedness are not to be used for the construction, acquisition or equipping of Property, each of the two (2) Fiscal Years beginning with the Fiscal Year commencing after the incurrence of such Indebtedness) with respect to all Long-Term Indebtedness projected to be Outstanding (including the additional Long-Term Indebtedness to be incurred, but excluding any Long-Term Indebtedness to be refunded with the proceeds of said additional Long-Term Indebtedness to be incurred), is projected by the Obligated Group Representative to be not less than 1.25:1.0. Notwithstanding the foregoing, if the Master Trustee receives a report of an Independent Consultant to the effect that Industry Restrictions prevent the Obligated Group Members from generating the required levels of Income Available for Debt Service sufficient to result in a Debt Service Coverage Ratio of not less than 1.25:1.0, the 1.25:1.0 ratio requirement described in this subsection shall be reduced to a ratio of not less than 1.0:1.0; or

(3) any other Long-Term Indebtedness (including, without limitation, Commercial Paper Indebtedness, treating the amount of Commercial Paper Indebtedness being incurred or Outstanding, as the case may be, as the principal amount for purposes of any calculations made to demonstrate compliance with the provisions of the Master Indenture described under this caption) provided that the aggregate



principal amount of such Long-Indebtedness, together with any other Long-Term Indebtedness incurred pursuant to the provisions of the Master Indenture described in this clause (3) and then Outstanding, does not, as of the date of incurrence, exceed 10% of Total Revenues.

(b) Completion Indebtedness without limitation;

(c) Short-Term Indebtedness provided that either (i) the provisions of the Master Indenture described in subsection (a) above are satisfied calculated as if such Short-Term Indebtedness was Long-Term Indebtedness or (ii) the provisions of the Master Indenture described below are satisfied, in either case, as evidenced by an Officer's Certificate delivered to the Master Trustee:

(1) the total amount of such Short-Term Indebtedness shall not exceed 20% of Total Revenues; and

(2) the total amount of such Short-Term Indebtedness and Indebtedness incurred pursuant to the provision of the Master Indenture described below in clause (g) then Outstanding shall not exceed 25% of Total Revenues; and

(3) in every Fiscal Year, there shall be at least a consecutive 20 day period when the balances of such Short-Term Indebtedness is reduced to an amount which shall not exceed 5% of Total Revenues.

(d) Nonrecourse Indebtedness without limitation.

(e) Long-Term Indebtedness, if such Long-Term Indebtedness is issued or incurred to refund Long-Term Indebtedness and if prior to issuance or incurrence thereof there is delivered to the Master Trustee a resolution of the Governing Body of the Obligated Group Representative determining that such refunding is in the best interests of the Obligated Group, which resolution shall also state the reasons for such determination.

(f) Subordinated Indebtedness, without limitation.

(g) Any other Indebtedness, provided that the aggregate principal amount of such Indebtedness, together with the aggregate principal amount of Indebtedness incurred pursuant to the provisions of the Master Indenture described in subsection (c) above, does not, as of the date of incurrence, exceed 25% of Total Revenues.

(h) Reimbursement or other repayment obligations under reimbursement agreements or similar agreements relating to credit facilities and/or liquidity facilities which provide credit support and/or liquidity for Indebtedness.

### **Gross Revenue Fund**

(a) Each Obligated Group Member agrees that, as long as any of the Obligations remain Outstanding, all of the Gross Revenues shall be deposited as soon as practicable upon receipt in one or more deposit accounts designated as the "Gross Revenue Fund" which the Obligated Group Representative established and agreed to maintain pursuant to the provisions of the Original Master Indenture, subject to the provisions of the Master Indenture described in subsection (b) below, at such financial institution or institutions as the Obligated Group Representative shall from time to time designate, in writing, for such purpose (each, a "Depository Bank" and in the Master Indenture collectively called the "Depository Bank") and which has entered into an Account Control Agreement with the Obligated Group Members and the Master Trustee. As security for the payment of Required Payments and the performance by each Obligated Group Member of its other obligations under the Master Indenture, each Obligated Group Member pledges and assigns to the Master Trustee and grants to the Master Trustee a security interest in, all its right, title and interest, whether now owned or hereafter acquired, in and to all Collateral, including Gross Revenues and the Gross Revenue Fund. Each of the Obligated Group Members has executed or shall execute an Account Control Agreement, has executed or shall execute and cause to be filed Uniform Commercial Code financing statements, and has executed or shall execute and deliver such other documents (including, but not limited to, amendments to such Uniform Commercial Code financing statements) as

may be necessary in order to perfect or maintain the perfection of such security interest. Each Obligated Group Member authorizes the Master Trustee to execute and file any financing statements and amendments thereto as may be required to perfect or to continue the perfection of the security interest in the Collateral, including, without limitation, financing statements that describe the collateral as being of an equal, greater or lesser scope, or with greater or lesser detail, than as set forth in the definition of Collateral. Each Obligated Group Member covenants that it will not change its name or its type or jurisdiction of organization unless (i) it gives 30 days' notice of such change to the Master Trustee and (ii) before such change occurs it takes all actions as are necessary or advisable to maintain and continue the first priority perfected security interest of the Master Trustee in the Collateral.

(b) Gross Revenues and amounts in the Gross Revenue Fund may be used and withdrawn by each Obligated Group Member at any time for any lawful purpose, except as otherwise provided in the Master Indenture. In the event that any Obligated Group Member is delinquent for more than one (1) Business Day in the payment of any Required Payment, the Master Trustee shall notify the Obligated Group Representative of such delinquency, and, unless such Required Payment is paid within 10 days after receipt of such notice, the Master Trustee shall be entitled to deliver an Order (as such term is defined in the Account Control Agreement) to the Depository Bank. Upon delivery of the Order with respect to the Gross Revenue Fund, exclusive control over the Gross Revenue Fund shall be exercised by the Master Trustee as provided in the Account Control Agreement. All Gross Revenues shall continue to be deposited in the Gross Revenue Fund as provided pursuant to the provisions of the Master Indenture described in subsection (a) above and the Master Trustee shall continue to exercise exclusive control over the Gross Revenue Fund until the amounts on deposit in said Gross Revenue Fund are sufficient to pay in full (or have been used to pay in full) all Required Payments in default and until all other then-existing Events of Default known to the Master Trustee shall have been made good or cured to the satisfaction of the Master Trustee or provision deemed by the Master Trustee to be adequate shall have been made therefor. During any period that the Gross Revenue Fund is subject to the exclusive control of the Master Trustee, the Master Trustee shall use and withdraw from time to time amounts in said fund, to make Required Payments as such payments become due (whether by maturity, prepayment, redemption, acceleration or otherwise), and, if such amounts shall not be sufficient to pay in full all such payments due on any date, then to the payment of debt service on Obligations, ratably, without any discrimination or preference, and to such other payments in the order which the Master Trustee, in its discretion, shall determine to be in the best interests of the Holders of the Obligations, without discrimination or preference. During any period that the Gross Revenue Fund is subject to the exclusive control of the Master Trustee, no Obligated Group Member shall be entitled to use or withdraw any of the Gross Revenues unless (and then only to the extent that) the Master Trustee in its sole discretion so directs for the payment of current or past due operating expenses of such Obligated Group Member; provided, however, that Obligated Group Members may submit requests to the Master Trustee as to which expenses to pay and in which order. Each Obligated Group Member agrees to execute and deliver all instruments as may be required to implement by the Master Indenture. Each Obligated Group Member further agrees that a failure to comply with the terms of the Master Indenture shall cause irreparable harm to the Master Trustee from time to time of the Obligations, and shall entitle the Master Trustee, with or without notice to the Obligated Group Representative, to take immediate action to compel the specific performance of the obligations of each of the Obligated Group Members pursuant to the provisions of the Master Indenture described under this caption.

(c) Upon receipt of Gross Revenues, each Obligated Group Member covenants and agrees: (i) to deposit in all Gross Revenues in the Gross Revenue Fund and not in any other fund or account; (ii) that the Gross Revenue Fund will be held as a deposit at the Depository Bank; and (iii) that the Gross Revenue Fund will not be moved from the Depository Bank without the prior written consent of the Master Trustee, which consent shall not be unreasonably withheld.

Notwithstanding any other provision of the Master Indenture, the Gross Revenue Fund may consist of any number of deposit accounts provided that each such deposit account shall be established at a Depository Bank which has entered into an Account Control Agreement with the Master Trustee and one or more Obligated Group Members.

### **Debt Coverage**

(a) Each Obligated Group Member, respectively, further covenants and agrees to manage its operations such that Income Available for Debt Service for the Obligated Group calculated at the end of each Fiscal Year will be not less than 1.10 times Maximum Annual Debt Service.

(b) Within 5 months after the end of each Fiscal Year, the Obligated Group Representative shall compute the Debt Service Coverage Ratio for the Obligated Group for such Fiscal Year and furnish to the Master Trustee, an Officer's Certificate setting forth the results of such computation. The Obligated Group Representative covenants that if at the end of such Fiscal Year the Debt Service Coverage Ratio shall have been less than 1.1:1.0, it will promptly employ an Independent Consultant to make recommendations as to a revision of the rates, fees and charges of the Obligated Group or the methods of operation of the Obligated Group to increase the Debt Service Coverage Ratio to at least 1.1:1.0 for subsequent Fiscal Years (or, if in the opinion of the Independent Consultant, the attainment of such level is impracticable, to the highest practicable level). Copies of the recommendations of the Independent Consultant shall be filed with the Master Trustee within 90 days of the retention of the Independent Consultant. Each Obligated Group Member shall, promptly upon its receipt of such recommendations, subject to applicable requirements or restrictions imposed by law and to a good faith determination by the Governing Body of the Obligated Group Representative that such recommendations are in the best interest of the Obligated Group, revise its rates, fees and charges or its methods of operation or collections and shall take such other action as shall be in conformity with such recommendations.

If either (i) the Obligated Group complies in all material respects with the reasonable recommendations of the Independent Consultant with respect to their rates, fees, charges and methods of operation or collection or (ii) the Obligated Group Representative determines that such recommendations are not in the best interests of the Obligated Group (and accordingly will not be followed) as evidenced by an Officer's Certificate filed with the Master Trustee, the Obligated Group will be deemed to have complied with the covenants set forth in the Master Indenture for such Fiscal Year, notwithstanding that the Debt Service Coverage Ratio shall be less than 1.1:1.0; provided, however, that the Debt Service Coverage Ratio shall not be reduced to less than 1.0:1.0 for any Fiscal Year. Notwithstanding the foregoing, the Obligated Group Members shall not be excused from taking any action or performing any duty required under the Master Indenture and no other Event of Default shall be waived by the operation of the provisions of the Master Indenture.

(c) If a written report of an Independent Consultant is delivered to the Master Trustee stating that Industry Restrictions have made it impossible for the Debt Service Coverage Ratio of 1.1:1.0 to be met, then such ratio shall be reduced to 1.0:1.0.

(d) Notwithstanding the foregoing, an Obligated Group Member may permit the rendering of services or the use of its Property without charge or at reduced charges, at the discretion of the Governing Body of such Obligated Group Member, to the extent necessary for maintaining its tax-exempt status or the tax-exempt status of its Property, Plant and Equipment or its eligibility for grants, loans, subsidies or payments from governmental entities, or in compliance with any recommendation for free services that may be made by an Independent Consultant; provided, however, that the Debt Service Coverage Ratio shall not be reduced to a ratio of less than 1.0:1.0.

#### **Limitation on Disposition of Assets**

(a) Each Obligated Group Member covenants that it will not sell, lease or otherwise dispose of any part of its Property in any Fiscal Year (other than (i) such Property as is described in Exhibit D to the Master Indenture which may be disposed of by the Obligated Group solely upon the written consent of the Obligated Group Representative; (ii) in the ordinary course of business; or (iii) as part of a disposition of all or substantially all of its assets as permitted by the Master Indenture, with a Book Value in excess of 10% of the Book Value of the Property of the Obligated Group, unless prior to said disposition:

(1) there shall have been delivered to the Master Trustee an Officer's Certificate to the effect that such Property is or shall become within the next two (2) Fiscal Years inadequate, obsolete, unsuitable, undesirable or unnecessary for the operation and functioning of the primary business of the Obligated Group Members; or

(2) there shall have been delivered to the Master Trustee an Officer's Certificate to the effect that the Value of the Property so disposed of by the Obligated Group Members in any Fiscal Year pursuant to the provision described in the Master Indenture does not exceed 5% of the total Value of the Property of the Obligated Group; or

(3) there shall have been delivered to the Master Trustee an Officer's Certificate to the effect that such Property is being transferred to a Person who is not an Obligated Group Member if such Person shall become a Member pursuant to the Master Indenture substantially simultaneously with such transfer; or

(4) there shall have been delivered to the Master Trustee an Officer's Certificate to the effect that such Property is being transferred to another Person in connection with a sale/leaseback or lease/leaseback financing transaction relating to such Property; or

(5) there shall have been delivered to the Master Trustee an Officer's Certificate to the effect that the disposition is for Fair Market Value and does not materially adversely affect the operations of the Obligated Group; or

(6) there shall have been delivered to the Master Trustee an Officer's Certificate to the effect that the Transaction Test is satisfied.

(b) Notwithstanding the foregoing, nothing shall prohibit any disposition of assets among Obligated Group Members nor shall prohibit the Obligated Group Members from: (1) making loans, including, without limitation, employee relocation loans, physician recruitment loans or other credit/funding extensions, provided that such loans or other credit/funding extensions are in writing and the Master Trustee receives an Officer's Certificate to the effect that (x) such loans are in furtherance of the exempt purposes of the Obligated Group Members or (y) the Obligated Group Members reasonably expect such loans to be repaid and such loans bear interest at a reasonable rate of interest and on commercially reasonable terms; or (2) transferring restricted gifts for the Obligated Group Members to an Affiliated Corporation which has the purpose to receive and disburse such restricted gifts.

**Merger, Consolidation, Sale or Conveyance.** Each Obligated Group Member covenants that it will not merge or consolidate with any other Person that is not an Obligated Group Member or sell or convey all or substantially all of its assets to any Person that is not an Obligated Group Member (a "Merger Transaction") unless:

(a) After giving effect to the Merger Transaction, (i) the successor or surviving entity (hereinafter, the "Surviving Entity") is an Obligated Group Member, or (ii) the Surviving Entity (x) shall be a corporation or other entity organized and existing under the laws of the United States of America or any state thereof, (y) shall become an Obligated Group Member pursuant to the Master Indenture and (z) pursuant to the Related Supplement required by the Master Indenture, shall expressly assume in writing the due and punctual payment of all Required Payments of the disappearing Obligated Group Member under the Indenture;

(b) The Master Trustee receives an Officer's Certificate to the effect that the Transaction Test is satisfied in connection with the Merger Transaction;

(c) So long as any Related Bonds that are tax-exempt obligations are Outstanding, the Master Trustee receives an Opinion of Bond Counsel to the effect that, under then existing law, the consummation of the Merger Transaction, in and of itself, would not result in the inclusion of interest on such Related Bonds in gross income for purposes of federal income taxation;

(d) The Master Trustee receives an Opinion of Counsel to the effect that: (i) all conditions in the Master Indenture relating to the Merger Transaction have been complied with and the Master Trustee is authorized to join in the execution of any instrument required to be executed and delivered; (ii) the Surviving Entity meets the conditions set forth in the Master Indenture and is liable on all Obligations then Outstanding; (iii) the Merger Transaction will not adversely affect the validity of any Obligations then Outstanding and such Obligations then Outstanding are enforceable against the Surviving Entity in accordance with their respective terms; and (iv) the Merger Transaction will not cause the Master Indenture or any Obligations to be subject to registration under federal or state securities laws or the Trust Indenture Act of 1939, as amended (or, that any such registration, if required, has occurred); and

(e) The Surviving Entity shall be substituted for its predecessor in interest in all Obligations and agreements then in effect which affect or relate to any Obligation, and the Surviving Entity shall execute and deliver to the Master Trustee appropriate documents in order to effect the substitution.

From and after the effective date of such substitution (as set forth in the above-mentioned documents), the Surviving Entity shall be treated as though it were an Obligated Group Member as of the date of the execution of the Master Indenture and shall thereafter have the right to participate in transactions under the Master Indenture relating to Obligations to the same extent as the other Obligated Group Members. All Obligations issued under the Master Indenture on behalf of a Surviving Entity shall have the same legal rank and benefit under the Master Indenture as Obligations issued on behalf of any other Obligated Group Member.

### **Preparation and Filing of Financial Statements, Certificates and Other Information**

(a) Each Obligated Group Member covenants that it will keep adequate records and books of accounts in which complete and correct entries shall be made (said books shall be subject to the inspection by the Master Trustee (which inspection the Master Trustee is not required to make) during regular business hours after reasonable notice and under reasonable circumstances).

(b) The Obligated Group Representative covenants that it will furnish to the Master Trustee and any Related Bond Issuer that shall request the same in writing:

(1) As soon as practicable, but in no event more than 5 months after the last day of each Fiscal Year, one or more financial statements which, in the aggregate, shall include the Obligated Group Members. Such financial statements:

(A) may consist of (i) consolidated or combined financial results including one or more Members of the Obligated Group and one or more other Persons required to be consolidated or combined with such Member(s) of the Obligated Group under GAAP or (ii) special purpose financial statements including only Members of the Obligated Group;

(B) shall be audited by an Accountant selected by the Obligated Group Representative and shall be prepared in accordance with GAAP (except, in the case of special purpose financial statements, for required consolidations);

(C) shall include a consolidated or combined balance sheet, statement of operations and changes in net assets; and

(D) if financial statements delivered to the Master Trustee pursuant to the provisions of the Master Indenture described in this subsection include financial information with respect to any Person who is not an Obligated Group Member or an Immaterial Affiliate as provided pursuant to clause (3) below or do not include financial information with respect to all Obligated Group Members, then the financial statements shall contain a consolidating or combining schedule from which financial information solely relating to the Obligated Group Members and Immaterial Affiliates may be derived.

(2) At the time of the delivery of financial statements complying with the provisions of the Master Indenture described under subsection (b) above (such financial statements being hereinafter referred to as the "Financial Statements"), a certificate of the chief financial officer of the Obligated Group Representative, stating that the Obligated Group Representative has made a review of the activities of the Obligated Group Members during the preceding Fiscal Year for the purpose of determining whether or not the Obligated Group Members have complied with all of the terms, provisions and conditions of the Master Indenture and that each Obligated Group Member has kept, observed, performed and fulfilled each and every covenant, provision and condition of the Master Indenture on its part to be performed and none of such Obligated Group Members is in default in the performance or observance of any of the terms,



covenants, provisions or conditions, or if any Obligated Group Member shall be in default, such certificate shall specify all such defaults and the nature thereof.

(3) Notwithstanding the foregoing, the results of operation and financial position of Immaterial Affiliates need not be excluded from Financial Statements delivered to the Master Trustee pursuant to the provisions of the Master Indenture described under this caption, and such results of operation and financial position may be considered as if they were a portion of the results of operation and financial position of the Obligated Group Members for all purposes of the Master Indenture notwithstanding the inclusion of the results of operation and financial position of such Immaterial Affiliates.

(c) The Master Trustee shall not be obligated to review, verify, or analyze any Financial Statements delivered to the Master Trustee under the Master Indenture, and shall only retain such Financial Statements as a repository for the Holders.

**Membership in Obligated Group.** Additional Obligated Group Members may be added to the Obligated Group from time to time, provided that prior to such addition the Master Trustee receives:

(a) a copy of a resolution of the Governing Body of the proposed new Obligated Group Member which authorizes the execution and delivery of a Related Supplement and compliance with the terms of the Master Indenture;

(b) a Related Supplement executed by the Obligated Group Representative, the new Obligated Group Member and the Master Trustee pursuant to which the proposed new Obligated Group Member (i) agrees to become an Obligated Group Member, (ii) agrees to be bound by the terms of the Master Indenture, the Related Supplements and the Obligations, and (iii) irrevocably appoints the Obligated Group Representative as its agent and attorney-in-fact and grants to the Obligated Group Representative the requisite power and authority to execute Related Supplements authorizing the issuance of Obligations or Series of Obligations, to execute and deliver Obligations and to make payments on all Obligations;

(c) an Opinion of Counsel to the effect that: (i) the proposed new Obligated Group Member has taken all necessary action to become an Obligated Group Member, and upon execution of the Related Supplement, such proposed new Obligated Group Member will be bound by the terms of the Master Indenture; (ii) the addition of such Obligated Group Member would not adversely affect the validity of any Obligation then Outstanding; and (iii) the addition of such Obligated Group Member will not cause the Master Indenture or any Obligations to be subject to registration under federal or state securities laws or the Trust Indenture Act of 1939, as amended (or, that any such registration, if required, has occurred);

(d) an Officer's Certificate to the effect that immediately after the addition of the proposed new Obligated Group Member, the Transaction Test would be satisfied; and

(e) so long as any Related Bonds that are tax-exempt obligations are Outstanding, an Opinion of Bond Counsel to the effect that the addition of the proposed new Obligated Group Member will not, in and of itself, result in the inclusion of interest on any Related Bonds in gross income for purposes of federal income taxation.

**Withdrawal from Obligated Group.** Any Obligated Group Member may withdraw from the Obligated Group and be released from further liability or obligation under the provisions of the Master Indenture, provided that prior to such withdrawal the Master Trustee receives:

(a) the written consent of the Obligated Group Representative to the withdrawal of such Obligated Group Member;

(b) an Officer's Certificate to the effect that immediately following the withdrawal of such Obligated Group Member, the Transaction Test would be satisfied; and



(c) an Opinion of Counsel to the effect that: (i) the withdrawal of such Obligated Group Member would not adversely affect the validity of any Obligation then Outstanding; and (ii) the withdrawal of such Obligated Group Member will not cause the Master Indenture or any Obligations to be subject to registration under federal or state securities laws or the Trust Indenture Act of 1939, as amended (or, that any such registration, if required, has occurred).

Upon compliance with the conditions contained in the provisions of the Master Indenture described under this caption, the Master Trustee shall execute any documents reasonably requested by the withdrawing Obligated Group Member to evidence the termination of such Obligated Group Member's obligations under the Master Indenture, under all Related Supplements and under all Obligations.

Notwithstanding the foregoing, the Corporation may not withdraw from the Obligated Group unless prior to or concurrently with such withdrawal, the Corporation shall transfer all or substantially all of its assets to another Member of the Obligated Group.

## **Defaults and Remedies**

**Events of Default.** Each of the following events shall be an Event of Default under the Master Indenture:

(a) Failure on the part of the Obligated Group Members to make due and punctual payment of the principal of, redemption premium, if any, interest on, or any other Required Payment on, any Obligation.

(b) Any Obligated Group Member shall fail to observe or perform any other covenant or agreement under the Master Indenture (including covenants or agreements contained in any Related Supplement or Obligation) and shall not have cured such failure within 60 days after the date on which written notice of such failure, requiring the failure to be remedied, shall have been given to the Obligated Group Representative by the Master Trustee or to the Obligated Group Representative and the Master Trustee by the Holders of 25% in aggregate principal amount of Outstanding Obligations; provided that if such failure can be remedied but not within such 60 day period, such failure shall not become an Event of Default for so long as the Obligated Group Representative shall diligently proceed to remedy the failure.

**The Corporation has proposed amendment of the percentage set forth in subsection (b) above from 25% in aggregate principal amount of Outstanding Obligations to a majority in aggregate principal amount of Outstanding Obligations. Upon securing the consent of the Holders of 100% in aggregate principal amount of Outstanding Obligations, such amendment will take effect. By purchasing the Bonds, the purchasers and Beneficial Owners will be deemed to have consented to such amendment.**

(c) A court having jurisdiction shall enter a decree or order for relief in respect of any Obligated Group Member in an involuntary case under any applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of any Obligated Group Member or for any substantial part of the Property of any Obligated Group Member, or ordering the winding up or liquidation of its affairs, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days.

(d) Any Obligated Group Member shall commence a voluntary case under any applicable federal or state bankruptcy, insolvency or other similar law, or shall consent to the entry of an order for relief in an involuntary case under any such law, or shall consent to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of any Obligated Group Member or for any substantial part of its Property, or shall make any general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due or shall take any corporate action in furtherance of the foregoing.

(e) An event of default shall exist under any Related Bond Indenture.

The Obligated Group Representative agrees that, as soon as practicable, and in any event within 10 days after such event, the Obligated Group Representative shall notify the Master Trustee of any event which is an Event

of Default under the Master Indenture which has occurred and is continuing, which notice shall state the nature of such event and the action which the Obligated Group Members propose to take with respect thereto.

#### **Acceleration; Annulment of Acceleration**

(a) Upon the occurrence and during the continuation of an Event of Default under the Master Indenture, the Master Trustee may, and, upon (i) the written request of the Holders of not less than 25% in aggregate principal amount of Outstanding Obligations or of any Holder if an Event of Default under the Master Indenture has occurred or (ii) the acceleration of any Obligation pursuant to the terms of the Related Supplement under which such Obligation was issued, the Master Trustee shall, by notice to the Members, declare all Outstanding Obligations immediately due and payable, whereupon such Obligations shall become and be immediately due and payable, anything in the Obligations or in the Master Indenture to the contrary notwithstanding; provided, however, that if the terms of any Related Supplement give a Person the right to consent to acceleration of the Obligations issued pursuant to such Related Supplement, the Obligations issued pursuant to such Related Supplement may not be accelerated by the Master Trustee unless such consent is properly obtained pursuant to the terms of such Related Supplement. In the event of acceleration, an amount equal to the aggregate principal amount of all Outstanding Obligations, plus all interest accrued thereon and, to the extent permitted by applicable law, which accrues on such principal and interest to the date of payment, shall be due and payable on the Obligations. Notwithstanding the foregoing, no Obligation shall be accelerated if the Event of Default is the result of the nonpayment of a Subordinate Financial Product Extraordinary Payment issued on or after the date of effectiveness of the Master Indenture.

**The Corporation has proposed amendment of the percentage set forth in subsection (a) above from 25% in aggregate principal amount of Outstanding Obligations to a majority in aggregate principal amount of Outstanding Obligations. Upon securing the consent of the Holders of 100% in aggregate principal amount of Outstanding Obligations, such amendment will take effect. By purchasing the Bonds, the purchasers and Beneficial Owners will be deemed to have consented to such amendment.**

(b) At any time after the Obligations have been declared to be due and payable, and before the entry of a final judgment or decree in any proceeding instituted with respect to the Event of Default that resulted in the declaration of acceleration, the Master Trustee may annul such declaration and its consequences if:

(1) the Obligated Group Members have paid (or caused to be paid or deposited with the Master Trustee moneys sufficient to pay) all payments then due on all Outstanding Obligations (other than payments then due only because of such declaration);

(2) the Obligated Group Members have paid (or caused to be paid or deposited with the Master Trustee moneys sufficient to pay) all fees and expenses of the Master Trustee then due;

(3) the Obligated Group Members have paid (or caused to be paid or deposited with the Master Trustee moneys sufficient to pay) all other amounts then payable by the Obligated Group under the Master Indenture; and

(4) every Event of Default (other than a default in the payment of the principal or other payments of such Obligations then due only because of such declaration) has been remedied.

No such annulment shall extend to or affect any subsequent Event of Default or impair any right with respect to any subsequent Event of Default.

#### **Additional Remedies and Enforcement of Remedies**

(a) Upon the occurrence and continuance of any Event of Default, the Master Trustee may, and upon the written request of the Holders of not less than 25% in aggregate principal amount of Outstanding Obligations (and upon indemnification of the Master Trustee to its satisfaction by the Obligated Group for any such request), shall, proceed to protect and enforce its rights and the rights of the Holders under the Master Indenture by such proceedings as the Master Trustee may deem expedient, including but not limited to:

- (1) Enforcement of the right of the Holders to collect amounts due or becoming due under the Obligations;
- (2) Civil action upon all or any part of the Obligations;
- (3) Civil action to require any Person holding moneys, documents or other property pledged to secure payment of amounts due or to become due on the Obligations to account as if it were the trustee of an express trust for the Holders of Obligations;
- (4) Civil action to enjoin any acts which may be unlawful or in violation of the rights of the Holders of Obligations; and
- (5) Enforcement of any other right or remedy of the Holders conferred by law or by the Master Indenture.

**The Corporation has proposed amendment of the percentage set forth in subsection (a) above from 25% in aggregate principal amount of Outstanding Obligations to a majority in aggregate principal amount of Outstanding Obligations. Upon securing the consent of the Holders of 100% in aggregate principal amount of Outstanding Obligations, such amendment will take effect. By purchasing the Bonds, the purchasers and Beneficial Owners will be deemed to have consented to such amendment.**

(b) Regardless of the occurrence of an Event of Default, if requested in writing by the Holders of not less than 25% in aggregate principal amount of the Outstanding Obligations (and upon indemnification of the Master Trustee to its satisfaction for such request), the Master Trustee shall institute and maintain such proceedings as it may be advised shall be necessary or expedient (1) to prevent any impairment of the security under the Master Indenture by any acts which may be unlawful or in violation of the Master Indenture, or (2) to preserve or protect the interests of the Holders. However, the Master Trustee shall not comply with any such request or institute and maintain any such proceeding that is in conflict with any applicable law or the provisions of the Master Indenture or (in the sole judgment of the Master Trustee) is unduly prejudicial to the interests of the Holders not making such request.

**Application of Moneys After Default.** During the continuance of an Event of Default, all moneys received by the Master Trustee pursuant to any right given or action taken under the provisions of the Master Indenture described under the caption "Default" (after payment of the costs of the proceedings resulting in the collection of such moneys and payment of all fees, expenses and other amounts owed to the Master Trustee) shall be applied as follows:

(a) Unless all Outstanding Obligations have become or have been declared due and payable (or if any such declaration is annulled in accordance with the terms of the Master Indenture):

First: To the payment of all installments of interest then due on the Obligations (including (i) Financial Product Payments to the extent made pursuant to a Financial Products Agreement secured or evidenced by an Obligation and (ii) Parity Financial Product Extraordinary Payments), in the order of their due dates, and, if the amount available is not sufficient to pay in full all installments of interest, Financial Product Payments to the extent made pursuant to a Financial Products Agreement secured or evidenced by an Obligation, and Parity Financial Product Extraordinary Payments due on the same date, then to the payment thereof ratably, according to the amounts of interest, Financial Product Payments to the extent made pursuant to a Financial Products Agreement secured or evidenced by an Obligation, and Parity Financial Product Extraordinary Payments due on such date, without any discrimination or preference;

Second: To the payment of all installments of principal then due on the Obligations (whether at maturity or by call for redemption) and other unpaid Required Payments in the order of their due dates, and, if the amount available is not sufficient to pay in full all installments of principal due on the same date, then to the payment thereof ratably, according to the amounts of principal due on such date, without any discrimination or preference;

Third: To the payment of all Subordinate Financial Product Extraordinary Payments in the order of their due dates, and, if the amount available is not sufficient to pay in full all Subordinate Financial Product Extraordinary Payments due on the same date, then to the payment thereof ratably, according to the amounts of Subordinate Financial Product Extraordinary Payments due on such date, then to the payment thereof ratably, according to the amounts of Subordinate Financial Product Extraordinary Payments due on such date, without any discrimination or preference.

(b) If all Outstanding Obligations have become or have been declared due and payable (and such declaration has not been annulled under the terms of the Master Indenture):

First: To the payment of the principal and interest and other Required Payments (including (i) Financial Product Payments to the extent made pursuant to a Financial Products Agreement secured or evidenced by an Obligation and (ii) Parity Financial Product Extraordinary Payments, but excluding Subordinate Financial Product Extraordinary Payments) then due and unpaid on the Obligations, and, if the amount available is not sufficient to pay in full the whole amount then due and unpaid, then to the payment thereof ratably, without preference or priority of principal over interest, of interest over principal, of any installment or payment over any other installment or payment or of any Obligation over any other Obligation, according to the amounts due respectively, without any discrimination or preference; and

Second: To the payment of all Subordinate Financial Product Extraordinary Payments in the order of their due dates, and, if the amount available is not sufficient to pay in full all Subordinate Financial Product Extraordinary Payments due on the same date, then to the payment thereof ratably, according to the amounts of Subordinate Financial Product Extraordinary Payments due on such date, without any discrimination or preference.

Such moneys shall be applied at such times as the Master Trustee shall determine, having due regard for the amount of moneys available and the likelihood of additional moneys becoming available in the future. Upon any date fixed by the Master Trustee for the application of such moneys to the payment of principal, interest on the amounts of principal to be paid on such date shall cease to accrue, provided such moneys are applied by the Master Trustee to the payment of such principal. The Master Trustee shall give such notices as it may deem appropriate of the deposit with it of such moneys or of the fixing of such dates. The Master Trustee shall not be required to make payment to the Holder of any unpaid Obligation until such Obligation is presented to the Master Trustee for appropriate endorsement of any partial payment or for cancellation if fully paid.

Whenever all Obligations have been paid under the terms of the Master Indenture and all fees and expenses of the Master Trustee have been paid, any balance remaining shall be paid to the Person entitled to receive such balance. If no other Person is entitled thereto, then the balance shall be paid to the Members of the Obligated Group or such Person as a court of competent jurisdiction may direct.

**Remedies Not Exclusive.** No remedy granted by the terms of the Master Indenture is intended to be exclusive of any other remedy. Each remedy shall be cumulative and shall be in addition to every other remedy given under the Master Indenture or existing at law or in equity.

**Remedies Vested in the Master Trustee.** All rights of action (including the right to file proof of claims) under the Master Indenture or under any of the Obligations may be enforced by the Master Trustee without the possession of any of the Obligations or the production thereof in any proceeding relating thereto. Any proceeding instituted by the Master Trustee may be brought in its name as the Master Trustee without the necessity of joining any Holders as plaintiffs or defendants. Subject to the provisions of the Master Indenture described above under the caption "Application of Moneys After Default," any recovery or judgment shall be for the equal benefit of the Holders of the Outstanding Obligations.

**Master Trustee to Represent Holders.** The Master Trustee is by the Master Indenture irrevocably appointed as trustee and attorney in fact for the Holders for the purpose of exercising on their behalf the rights and remedies available to the Holders under the provisions of the Master Indenture, the Obligations, any Related Supplement and applicable provisions of law, in each case subject to the provisions of the Master Indenture

described below under the caption "Holders' Control of Proceedings." The Holders, by taking and holding the Obligations, shall be conclusively deemed to have so appointed the Master Trustee.

**Holders' Control of Proceedings.** If an Event of Default has occurred and is continuing, notwithstanding anything in the Master Indenture to the contrary, the Holders of at least a majority in aggregate principal amount of Outstanding Obligations shall have the right (upon the indemnification of the Master Trustee to its satisfaction) to direct the method and/or place of conducting any proceeding to be taken in connection with the enforcement of the terms of the Master Indenture. Such direction must be in writing, signed by such Holders and delivered to the Master Trustee. However, the Master Trustee shall not follow any such direction that is in conflict with any applicable law or the provisions of the Master Indenture or (in the sole judgment of the Master Trustee) is unduly prejudicial to the interests of the Holders not joining in such direction. Nothing shall impair the right of the Master Trustee to take any other action authorized by the Master Indenture which it may deem proper and which is not inconsistent with such direction by Holders.

**Termination of Proceedings.** In case any proceeding instituted by the Master Trustee with respect to any Event of Default is discontinued or abandoned for any reason or is determined adversely to the Master Trustee or the Holders, then the Obligated Group Members, the Master Trustee and the Holders shall be restored to their former positions and rights under the Master Indenture. All rights, remedies and powers of the Master Trustee and the Holders shall continue as if no such proceeding had been taken.

#### **Waiver of Event of Default**

(a) No delay or omission of the Master Trustee or of any Holder to exercise any right with respect to any Event of Default shall impair such right or shall be construed to be a waiver of or acquiescence to such Event of Default. Every right and remedy given by the Master Indenture to the Master Trustee and the Holders may be exercised from time to time and as often as may be deemed expedient by them.

(b) The Master Trustee may waive any Event of Default which in its opinion has been remedied before the entry of a final judgment or decree in any proceeding instituted by it under the provisions of the Master Indenture, or before the completion of the enforcement of any other remedy under the Master Indenture.

(c) Upon the written request of the Holders of at least a majority in aggregate principal amount of Outstanding Obligations, the Master Trustee shall waive any Event of Default under the Master Indenture and its consequences; provided, however, that, except under the circumstances set forth in the Master Indenture, the failure to pay the principal of, premium, if any, or interest on any Obligation when due may not be waived without the written consent of the Holders of all Outstanding Obligations.

(d) In case of any waiver by the Master Trustee of an Event of Default, the Obligated Group Members, the Master Trustee and the Holders shall be restored to their former positions and rights. No waiver shall extend to, or impair any right with respect to, any other Event of Default.

**Appointment of Receiver.** Upon the occurrence and continuance of any Event of Default, the Master Trustee shall be entitled (a) without declaring the Obligations to be due and payable, (b) after declaring the Obligations to be due and payable, or (c) upon the commencement of any proceeding to enforce any right of the Master Trustee or the Holders, to the appointment of a receiver or receivers of any or all of the Property of the Obligated Group Members (without the necessity of notice to any Obligated Group Member or any other Person), with such powers as the court making such appointment shall confer. Each Obligated Group Member consents, and will if requested by the Master Trustee, consent at the time of application by the Master Trustee for appointment of a receiver, to the appointment of such receiver and agrees that such receiver may be given the right, to the extent the right may lawfully be given, to take possession of, operate and deal with such Property and the revenues, profits and proceeds therefrom, with the same effect as the Obligated Group Member could, and to borrow money and issue evidences of indebtedness as such receiver.

**Remedies Subject to Provisions of Law.** All rights, remedies and powers provided by the Master Indenture may be exercised only to the extent that the exercise thereof does not violate any applicable provision of



law. All the provisions of the Master Indenture are intended to be subject to all applicable mandatory provisions of law that may be continuing and to be limited to the extent necessary so that they will not render any provision of the Master Indenture invalid or unenforceable under the provisions of any applicable law.

**Notice of Default.** Within 10 days after a Responsible Officer of the Master Trustee has actual knowledge or has received written notice of the occurrence of an Event of Default, the Master Trustee shall mail notice of such Event of Default to all Holders, unless such Event of Default has been cured before the giving of such notice, the term "Event of Default" for purposes of the provisions of the Master Indenture being described under this caption being limited to the events specified in the provisions of the Master Indenture described above under the caption "Events of Default" under subsection (a) through (f), not including any grace periods provided for in subsection (b), (c) and (d). Except in the case of default in the payment of the principal of or premium, if any, or interest on any of the Obligations and the Events of Default specified in the Master Indenture, the Master Trustee shall be protected in withholding such notice if and so long as the Master Trustee in good faith determines that the withholding of such notice is in the best interest of the Holders.

### **Supplements and Amendments**

**Supplements Not Requiring Consent of Holders.** The Obligated Group Representative (acting for itself and as agent for each Obligated Group Member) and the Master Trustee may, without the consent of or notice to any of the Holders, enter into one or more Related Supplements for any of the following purposes:

- (a) To correct any ambiguity or formal defect or omission in the Master Indenture;
- (b) To correct or supplement any provision which may be inconsistent with any other provision or to make any other provision with respect to matters or questions arising under the Master Indenture, which, in either case, does not materially and adversely affect the interests of the Holders;
- (c) To grant or confer ratably upon all of the Holders any additional benefits, rights, remedies, powers or authority, including, without limitation, the addition of provisions providing for the creation of a credit group which credit group shall consist of all Obligated Group Members and Persons designated as affiliates of Obligated Group Members, or to add to the covenants of and restrictions on the Obligated Group Members;
- (d) To qualify the Master Indenture under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal law from time to time in effect;
- (e) To create and provide for the issuance of an Obligation or Series of Obligations as permitted under the Master Indenture;
- (f) To obligate a successor to any Obligated Group Member as provided in the Master Indenture;
- (g) To add a new Obligated Group Member as provided in the Master Indenture; or
- (h) To make any other change which does not materially and adversely affect the interests of the Holders.

### **Supplements Requiring Consent of Holders**

(a) Other than Related Supplements referred to in the provisions of the Master Indenture described above under the caption "Supplements Not Requiring Consent of Holders," and subject to the terms contained in the Master Indenture and described under this caption, the Holders of not less than a majority in aggregate principal amount of the Outstanding Obligations shall have the right to consent to and approve the execution by the Obligated Group Representative (acting for itself and as agent for each Obligated Group Member) and the Master Trustee of such Related Supplements as shall be deemed necessary or desirable for the purpose of modifying, altering, amending, adding to or rescinding any of the terms contained in the Master Indenture; provided, however, with respect to any Obligation registered in the name of a Related Bond Trustee and securing a Related Series of Bonds,



payment of the principal of and interest on which is insured or otherwise guaranteed by a municipal bond insurance policy or is secured by a letter of credit, the provider of such municipal bond insurance or letter of credit shall be deemed to be the Holder of such Obligation for purposes of consenting to and approving the execution of Related Supplements for purposes of the Master Indenture, except as otherwise provided in the applicable Related Supplement or Obligation; and provided, further, however, that nothing in the Master Indenture shall permit or be construed as permitting a Related Supplement which would:

(i) extend the stated maturity of, or time for paying interest on, any Obligation or reduce the principal amount of or the redemption premium or rate of interest or change the method of calculating interest payable on, or reduce any other Required Payment on any Obligation without the consent of the Holder of such Obligation;

(ii) modify, alter, amend, add to or rescind any of the terms or provisions contained in the Master Indenture so as to affect the right of the Holders of any Obligations in default as to payment to compel the Master Trustee to declare the principal of all Obligations to be due and payable, without the consent of the Holders of all Obligations then Outstanding; or

(iii) reduce the aggregate principal amount of Obligations then Outstanding the consent of the Holders of which is required to authorize such Related Supplement, without the consent of the Holders of all Obligations then Outstanding.

(b) The Master Trustee may execute a Related Supplement (in substantially the form delivered to it) without liability or responsibility to any Holder (whether or not such Holder has consented to the execution of such Related Supplement) if the Master Trustee receives: (i) a Request of the Obligated Group Representative to enter into such Related Supplement; (ii) a certified copy of the resolution of the Governing Body of the Obligated Group Representative approving the execution of such Related Supplement; (iii) the proposed Related Supplement; and (iv) an instrument or instruments executed by the Holders of not less than the aggregate principal amount or number of Obligations specified in the provisions of the Master Indenture described in subsection (a) above for the Related Supplement in question which instrument or instruments shall refer to the proposed Related Supplement and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof as on file with the Master Trustee.

(c) Any such consent shall be binding upon the Holder of the Obligation giving such consent and upon any subsequent Holder of such Obligation and of any Obligation issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), unless such consent is revoked in writing by the Holder of such Obligation giving such consent or by a subsequent Holder thereof by filing with the Master Trustee, prior to the execution by the Master Trustee of such Related Supplement, such revocation and, if such Obligation or Obligations are transferable by delivery, proof that such Obligations are held by the signer of such revocation. At any time after the Holders of the required principal amount or number of Obligations shall have filed their consents to the Related Supplement, the Master Trustee shall file a written statement to that effect with the Obligated Group Representative. Such written statement shall be conclusive evidence that such consents have been so filed.

(d) If the Holders of the required principal amount or number of the Outstanding Obligations have consented to the execution of such Related Supplement, no Holder shall have any right to object to the execution thereof, to object to any of the terms and provisions contained therein or the operation thereof, to question the propriety of the execution thereof or to enjoin or restrain the Master Trustee or the Obligated Group Representative from executing such Related Supplement or from taking any action pursuant to the provisions thereof.

#### **Execution and Effect of Supplements**

(a) In executing any Related Supplement permitted by the Master Indenture, the Master Trustee shall be entitled to receive and to rely upon an Opinion of Counsel stating that the execution of such Related Supplement is authorized or permitted by the Master Indenture. The Master Trustee may (but shall not be obligated to) enter into any Related Supplement that materially and adversely affects the Master Trustee's own rights, duties or immunities.

(b) Upon the execution and delivery of any Related Supplement in accordance with the provisions of the Master Indenture described under the caption "Supplements and Amendments," the provisions of the Master Indenture shall be deemed modified in accordance therewith. Such Related Supplement shall form a part of the Master Indenture for all purposes and every Holder shall be bound thereby.

(c) Any Obligation authenticated and delivered after the execution and delivery of any Related Supplement in accordance with the Master Indenture may, and, if required by the Obligated Group Representative or the Master Trustee shall, bear a notation in form approved by the Master Trustee as to any matter provided for in such Related Supplement. If the Obligated Group Representative or the Master Trustee shall so determine, new Obligations so modified as to conform in the opinion of the Master Trustee and the Governing Body of the Obligated Group Representative to any such Related Supplement may be prepared and executed by the Obligated Group Representative and authenticated and delivered by the Master Trustee in exchange for and upon surrender of Obligations then Outstanding.

**Amendment of Related Supplements.** Any Related Supplement may provide that the provisions thereof may be amended without the consent of or notice to any of the Holders, or pursuant to such terms and conditions as may be specified in such Related Supplement. If a Related Supplement does not contain provisions relating to the amendment thereof, the amendment of such Related Supplement shall be governed by the provisions of the Master Indenture described under the caption "Supplements and Amendments."

### **Satisfaction and Discharge**

The Master Indenture shall cease to be of further effect if: (i) all Obligations previously authenticated (other than any Obligations which have been mutilated, destroyed, lost or stolen and which have been replaced or paid as provided in any Related Supplement) and not cancelled are delivered to the Master Trustee for cancellation; or (ii) all Obligations not previously cancelled or delivered to the Master Trustee for cancellation are paid; or (iii) a deposit is made in trust with the Master Trustee (or with one or more national banking associations or trust companies acceptable to the Master Trustee pursuant to an agreement between an Obligated Group Member and such national banking associations or trust companies in form acceptable to the Master Trustee) in cash or Government Obligations or both, sufficient to pay at maturity or upon redemption all Obligations not previously cancelled or delivered to the Master Trustee for cancellation, including principal and interest or other payments (including Financial Product Payments and Financial Product Extraordinary Payments) due or to become due to such date of maturity, redemption date or payment date, as the case may be; and all other sums payable under the Master Indenture by the Obligated Group Members are also paid.

## **SUPPLEMENTAL MASTER INDENTURE FOR OBLIGATION NO. 35**

### **General**

Supplement No. 35 provides for the issuance of Obligation No. 35 and provides the terms and form thereof. Obligation No. 35 further secures the obligation of the Corporation arising under and pursuant to the Loan Agreement with respect to the Bonds.

### **Payments on Obligation No. 35; Credits**

Principal of and interest on Obligation No. 35 are payable in any coin or currency of the United States of America that on the payment date is legal tender for the payment of public and private debts. Except as provided pursuant to the provisions of Supplement No. 35 described in subsection (b) below with respect to credits and as described under the caption "Prepayment of Obligation No. 35" below regarding prepayment, payments on the principal of and interest on Obligation No. 35 shall be made at the times and in the amounts specified in Obligation No. 35 by the Corporation (i) depositing the same with or to the account of the Trustee at or prior to the opening of business on the day such payments shall become due or payable (or on the next succeeding business day if such date is a Saturday, Sunday or bank holiday in the city in which the principal corporate trust office of the Trustee is located) and (ii) giving a notice to the Master Trustee and the Trustee of each payment of principal or interest on Obligation No. 35, specifying the amount paid, and identifying such payment as a payment on Obligation No. 35.

The Corporation shall receive credit for payment on Obligation No. 35, in addition to any credits resulting from payment or prepayment from other sources, as follows:

(i) On installments of interest on Obligation No. 35 in an amount equal to moneys deposited in the Interest Fund created under the Indenture, to the extent such amounts have not previously been credited against payments on Obligation No. 35;

(ii) On installments of principal of Obligation No. 35 in an amount equal to moneys deposited in the Principal Fund created under the Indenture, to the extent such amounts have not previously been credited on Obligation No. 35;

(iii) On installments of principal and interest, respectively, on Obligation No. 35 in an amount equal to the principal amount of Bonds for the payment or redemption of which sufficient amounts (as determined by the provisions of the Indenture described below under the caption "Indenture - Discharge of the Indenture") in cash or United States Government Obligations are on deposit as provided pursuant to the discharge provisions of the Indenture, to the extent such amounts have not been previously credited against payments on Obligation No. 35, and the interest on such Bonds from and after the date fixed for payment at maturity or redemption thereof. Such credits shall be made against the installments of principal of and interest on Obligation No. 35 that would have been used, but for such call for redemption, to pay principal of and interest on such Bonds when due at maturity or called for redemption; and

(iv) On installments of principal and interest, respectively, on Obligation No. 35 in an amount equal to the principal amount of Bonds acquired by the Corporation and delivered to the Trustee for cancellation or purchased by the Trustee and cancelled, and the interest on such Bonds from and after the date interest thereon has been paid prior to cancellation. Such credits shall be made against the installments of principal of and interest on Obligation No. 35 that would have been used, but for such cancellation, to pay principal of and interest on such Bonds when due and, with respect to Bonds called for mandatory redemption, against principal installments that would have been used to pay Bonds of the same maturity.

#### **Prepayment of Obligation No. 35**

So long as all amounts that have become due under Obligation No. 35 have been paid, the Corporation shall have the right, at any time and from time to time, to pay in advance and in any order of due dates all or part of the amounts to become due under Obligation No. 35. Prepayments may be made by payments of cash or surrender of Bonds as described above under the caption "Payments on Obligation No. 35; Credits." All such prepayments shall be deposited upon receipt in the Optional Redemption Account and, at the request of and as determined by the Corporation, credited against payments due under Obligation No. 35 or used for the redemption or purchase of Outstanding Bonds in the manner and subject to the terms and conditions set forth in the Indenture and in the Loan Agreement. Notwithstanding any such redemption or surrender of Bonds, as long as any Bond remains outstanding under the Indenture or any additional payments required to be made under Obligation No. 35 remain unpaid, the Corporation shall not be relieved of its obligations under the Master Indenture, including Supplement No. 35.

Prepayments made under Supplement No. 35 shall be credited against amounts to become due on Obligation No. 35 as described above, under the caption "Payments on Obligation No. 35; Credits" and as provided pursuant to the provisions of the Loan Agreement.

The Corporation may also prepay all of its indebtedness under Obligation No. 35 by providing for prepayment of the Bonds in accordance with the defeasance provisions of the Indenture.

#### **Registration, Number, Negotiability and Transfer of Obligations**

Except as described in the paragraph immediately following this paragraph, so long as any Bond remains outstanding, Obligation No. 35 shall consist of a single Obligation without coupons registered as to principal and interest in the name of the Trustee and no transfer of Obligation No. 35 shall be registered under the Master Indenture except for transfers to a successor Trustee.

Upon the principal of all Obligations then Outstanding being declared immediately due and payable upon and during the continuance of an Event of Default, Obligation No. 35 may be transferred if and to the extent the Trustee requests that the restrictions described in the preceding paragraph on transfers be terminated.

### **Right to Redeem**

Obligation No. 35 shall be subject to redemption, in whole or in part, prior to the maturity at the times and in the amounts applicable to redemption of the Bonds as specified in the Indenture; provided that in no event shall any portion of Obligation No. 35 be redeemed unless a corresponding amount of Bonds is also redeemed.

## **INDENTURE**

The Indenture sets forth the terms of the Bonds, the nature and extent of the security for the Bonds, various rights of the Bondholders, the rights, duties and immunities of the Trustee and the rights and obligations of the Authority.

### **Pledge and Assignment; Revenues**

Subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture, there are pledged to secure the payment of the principal of and interest on the Bonds in accordance with their terms and the provisions of the Indenture, all of the Revenues and any other amounts (including proceeds of the sale of the Bonds) held in any fund or account established pursuant to the Indenture (excluding moneys on deposit in the Rebate Fund). Said pledge shall constitute a lien on and security interest in such assets and shall attach, be perfected and be valid and binding from and after delivery by the Trustee of the Bonds, without any physical delivery thereof or further act.

Pursuant to the provisions of the Indenture, the Authority transfers in trust, grants a security interest in and assigns to the Trustee, for the benefit of the Holders from time to time of the Bonds, all of the Revenues and other assets pledged as described in the immediately preceding paragraph and all of the right, title and interest of the Authority in the Loan Agreement (except for (i) the right to receive any Additional Payments or Administrative Fees and Expenses to the extent payable to the Authority, (ii) any rights of the Authority to be indemnified, held harmless and defended and rights to inspection and to receive notices, certificates or opinions, (iii) express rights to give approvals, consents or waivers and (iv) the obligation of the Corporation to make deposits pursuant to the Tax Agreement) and Obligation No. 35. The Trustee shall be entitled to and shall collect and receive all of the Revenues, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received, by the Authority as the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee. The Trustee shall also be entitled to and shall take all steps, actions and proceedings reasonably necessary in its judgment to enforce all of the rights of the Authority (other than those rights retained by the Authority under the provisions of the Indenture described under this caption) and all of the obligations of the Corporation under the Loan Agreement and all of the obligations of the Members under Obligation No. 35. All Revenues deposited with the Trustee shall be held, disbursed, allocated and applied by the Trustee only as provided in the Indenture.

### **Establishment of Funds and Accounts**

The Indenture creates an Interest Fund, a Principal Fund, including the Sinking Accounts to be established therein, a Rebate Fund, and a Redemption Fund, including the Optional Redemption Account and the Special Redemption Account to be established therein. All such funds and accounts shall be established, maintained and held in trust by the Trustee and applied in accordance with the provisions set forth in the Indenture.

**Funding and Application of the Interest Fund.** Moneys in the Interest Fund shall be held, disbursed, allocated and applied by the Trustee only as provided in the Indenture. The Trustee shall deposit the following Revenues in the Interest Fund when and as such Revenues are received: (1) the interest component of all Loan Repayments, including the interest component of all prepayments of Loan Repayments made pursuant to the provisions of the Loan Agreement; (2) the interest component of all payments made pursuant to Obligation No. 35; (3) all interest, profits and other income received from the investment of moneys in the Interest Fund; and (4) any

other Revenues not required to be deposited in any other fund or account established pursuant to the Indenture. All amounts in the Interest Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds, as the same becomes due and payable (including accrued interest with respect to any Bonds, purchased or redeemed prior to maturity pursuant to the Indenture).

**Funding and Application of the Principal Fund.** Moneys in the Principal Fund shall be held, disbursed, allocated and applied by the Trustee only as provided in the Indenture. The Trustee shall deposit the following Revenues in the Principal Fund when and as such Revenues are received: (1) the principal component of all Loan Repayments, but excluding the principal component of all prepayments of Loan Repayments made pursuant to the provisions of the Loan Agreement, which shall be deposited in the Redemption Fund; (2) the principal component of all payments made pursuant to Obligation No. 35, but excluding the principal component of all prepayments of Loan Repayments made pursuant to Obligation No. 35, which shall be deposited in the Redemption Fund; and (3) all interest, profits and other income received from the investment of moneys in the Principal Fund. All amounts in the Principal Fund shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds as the same becomes due and payable, except that all amounts in the Sinking Accounts shall be used and withdrawn by the Trustee solely to purchase, redeem or pay on their stated maturity dates the maturity of Bonds to which such Sinking Account relates as provided in the Indenture.

The Trustee shall establish and maintain within the Principal Fund a separate Sinking Account for each maturity of Term Bonds. On each Mandatory Sinking Account Payment date, the Trustee shall apply the Mandatory Sinking Account Payment required on that date to the redemption (or payment at maturity, as the case may be) of Term Bonds of the maturity for which such Sinking Account was established, upon the notice and in the manner provided in the Indenture, provided that, at any time prior to giving notice of such redemption, the Trustee may apply moneys in such Sinking Account to the purchase of Term Bonds of the maturity for which such Sinking Account was established at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as directed in writing by the Corporation, except that the purchase price (excluding accrued interest) shall not exceed the par value of such Bonds. If, during the twelve-month period immediately preceding said Mandatory Sinking Account Payment date, the Trustee has purchased Term Bonds of such maturity with moneys in such Sinking Account, or, during said period and prior to giving said notice of redemption, the Corporation has deposited Term Bonds of such maturity with the Trustee (together with a Request of the Corporation to apply such Bonds so deposited to the Mandatory Sinking Account Payment due on said date with respect to Term Bonds of such maturity), or Term Bonds of such maturity were at any time purchased or redeemed by the Trustee from the Redemption Fund and allocable to said Mandatory Sinking Account Payment, such Bonds so purchased or deposited or redeemed shall be applied, to the extent of the full principal amount thereof, to reduce said Mandatory Sinking Account Payment. All Bonds purchased or deposited pursuant to the provisions of the Indenture, if any, shall be cancelled and destroyed. Any amounts remaining in a Sinking Account when all of the Term Bonds for which such account was established are no longer Outstanding shall be withdrawn by the Trustee and transferred to the Principal Fund. Bonds purchased from a Sinking Account, purchased or redeemed from the Redemption Fund, or deposited by the Corporation with the Trustee shall be allocated first to the next succeeding Mandatory Sinking Account Payment for Term Bonds of such maturity, then as a credit against such future Mandatory Sinking Account Payments for Term Bonds of such maturity as the Corporation may specify.

**Funding and Application of the Redemption Fund.** Moneys in the Redemption Fund shall be held, disbursed, allocated and applied by the Trustee only as provided in the Indenture. The Trustee shall establish and maintain within the Redemption Fund a separate Optional Redemption Account and a separate Special Redemption Account. The Trustee shall deposit the following Revenues in the Optional Redemption Account when and as such Revenues are received: (1) except as provided in the provisions of the Indenture described in the following paragraph, the principal component of all prepayments of Loan Repayments made pursuant to the provisions of the Loan Agreement; (2) except as provided in the provisions of the Indenture described in the following paragraph, the principal component of all prepayments made pursuant to Obligation No. 35; and (3) all interest, profits and other income received from the investment of moneys in the Optional Redemption Account.

The Trustee shall deposit the following Revenues in the Special Redemption Account when and as such Revenues are received: (1) the principal component of all prepayments of Loan Repayments made pursuant to the provisions of the Loan Agreement which are specified in a Certificate of the Corporation to have been derived from



insurance or condemnation proceeds received with respect to the health care facilities of the Corporation or proceeds of a sale, lease or other disposition of all or a portion of the facilities financed by the proceeds of the Bonds; (2) the principal component of all prepayments made pursuant to Obligation No. 35 which are specified in a Certificate of the Corporation to have been derived from insurance or condemnation proceeds received with respect to the health care facilities of the Corporation or proceeds of a sale, lease or other disposition of all or a portion of the facilities financed by the proceeds of the Bonds; and (3) all interest, profits and other income received from the investment of moneys in the Special Redemption Account.

All amounts deposited in the Optional Redemption Account and in the Special Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of redeeming Bonds, in the manner and upon the terms and conditions specified in the Indenture, at the next succeeding date of redemption for which notice has not been given and at the Redemption Prices then applicable to redemptions from the Optional Redemption Account and the Special Redemption Account, respectively; provided that, at any time prior to the selection of Bonds, for such redemption, the Trustee shall, upon written direction of the Corporation, apply such amounts to the purchase of Bonds, at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Fund) as the Corporation may direct in writing, except that the purchase price (exclusive of accrued interest) may not exceed the Redemption Price then applicable to such Bonds (or, if such Bonds, are not then subject to redemption, the par value of such Bonds); and provided further that in the case of the Optional Redemption Account in lieu of redemption at such next succeeding date of redemption, or in combination therewith, amounts in such Optional Redemption Account may be transferred to the Principal Fund and credited against Loan Repayments in order of their due date as set forth in a Request of the Corporation. All Bonds purchased or redeemed from the Redemption Fund shall be allocated to the Mandatory Sinking Account Payments specified by the Corporation in a Request of the Corporation delivered to the Trustee (or if the Corporation fails to deliver such Request, in inverse order of their payment dates).

Funds provided for prepayment pursuant to the provisions of the Loan Agreement may also be deposited in an escrow fund or account to be held by the Trustee in accordance with the provisions of the Loan Agreement.

**Establishment and Application of the Project Fund.** The moneys in the Project Fund shall be used and withdrawn by the Trustee to pay the costs of the Project or to reimburse the Corporation for payments made with respect to the Project, in accordance with the terms of the Tax Agreement. No moneys in the Project Fund shall be used to pay costs of issuance. Before any payment from the Project Fund for costs of the Project shall be made, the Corporation shall file or cause to be filed with the Trustee a Project Fund Requisition.

Upon receipt of a Project Fund Requisition, the Trustee shall pay the amount set forth in such Project Fund Requisition as directed by the terms thereof out of the Project Fund. The Trustee shall not make any such payment if it has received any written notice of claim of lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the monies to be so paid, other than materialmen's or mechanics liens accruing by mere operation of law, that has not been released or will not be released simultaneously with such payment. Each such Project Fund Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

When the Corporation certifies to the Trustee that the Project Fund should be closed, there shall be delivered to the Trustee a Certificate of the Corporation stating the fact and date of such completion and stating that all of the costs thereof have been determined and paid (or that all of such costs have been paid less specified claims that are subject to dispute and for which a retention in the Project Fund is to be maintained in the full amount of such claims until such dispute is resolved), or stating the other circumstances due to which the Project Fund should be closed. Upon the receipt of such Certificate, the Trustee shall, as directed by said Certificate, transfer any remaining balance in such Project Fund to the Interest Fund or the Optional Redemption Account, as specified in the Corporation's Certificate. Upon such transfer, the Project Fund shall be closed.

**Funding and Application of the Rebate Fund.** The Trustee shall establish and maintain, when required, a fund separate from any other fund established and maintained under the Indenture designated as the Rebate Fund. Within the Rebate Fund, the Trustee shall maintain such accounts as shall be necessary in order to comply with the Tax Agreement. Subject to the transfer provisions provided in the Indenture, all money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement (as



described in the Tax Agreement), for payment to the federal government of the United States of America. Neither the Authority, the Corporation, nor the Holder of any Bonds, shall have any rights in or claim to such money. All amounts deposited into or on deposit in the Rebate Fund shall be governed by the provisions of the Indenture and by the Tax Agreement. The Trustee shall be deemed conclusively to have complied with such provisions if it follows the directions of the Corporation and shall have no liability or responsibility to enforce compliance by the Corporation or the Authority with the terms of the Tax Agreement.

### **Investment of Moneys in Funds and Accounts**

Subject to the limitations set forth in the Indenture, all moneys in any of the funds and accounts established pursuant to the Indenture shall be invested by the Trustee solely at the written direction of the Corporation and solely in Investment Securities. Investment Securities shall be purchased at such prices as the Corporation may direct. All Investment Securities shall be acquired subject to the limitations as to maturities and other matters as are set forth in the Indenture and such additional limitations or requirements consistent with the foregoing as may be established by Request of the Corporation. In the absence of any other written direction from the Corporation, the Trustee shall invest solely in Investment Securities specified in clause (6) of the definition thereof. Unless otherwise specifically provided in the Indenture, ratings and credit criteria specified with respect to any Investment Security shall refer to the ratings assigned and the credit of the issuing or guaranteeing organization at the time such Investment Security is acquired. Moneys in all other funds and accounts shall be invested in Investment Securities maturing not later than the date on which it is estimated that such moneys will be required for the purposes specified in the Indenture. Investment Securities purchased under a repurchase agreement may be deemed to mature on the date or dates on which the Trustee may deliver such Investment Securities for repurchase under such agreement.

All interest, profits and other income received from the investment of moneys in the Rebate Fund shall be deposited when received in such fund. Unless otherwise specifically provided in the Indenture, all interest, profits and other income received from the investment of moneys in any other fund or account established pursuant to the Indenture shall be deposited when received in such fund or account. Notwithstanding any other provision of the Indenture to the contrary, an amount of interest received with respect to any Investment Security equal to the amount of accrued interest, if any, paid as part of the purchase price of such Investment Security shall be credited to the fund or account for the credit of which such Investment Security was acquired.

Investment Securities acquired as an investment of moneys in any fund or account established under the Indenture shall be credited to such fund or account. Subject to the provisions of the Indenture, the Trustee may commingle any of the funds or accounts established pursuant to the Indenture (other than the Rebate Fund) into a separate fund or funds for investment purposes only, provided that all funds or accounts held by the Trustee under the Indenture shall be accounted for separately as required by the Indenture. The Trustee or its affiliates may act as principal or agent in the making or disposing of any investment and may also act as sponsor, advisor or manager in connection with any investments. The Trustee may sell or present for prepayment or redemption, any Investment Securities so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Investment Security is credited, and, subject to the provisions of the Indenture, the Trustee shall not be liable or responsible for any loss resulting from any investment made in accordance with provisions of the Indenture. The Trustee shall not be responsible for any tax, fee or other charge in connection with any investment, reinvestment or the liquidation thereof.

### **Certain Covenants**

**Tax Covenant.** The Authority shall at all times do and perform all acts and things permitted by law and the Indenture which are necessary or desirable in order to assure that interest paid on the Bonds (or any of them) will be excluded from gross income for federal income tax purposes and shall take no action that would result in such interest not being so excluded. Without limiting the generality of the foregoing, the Authority agrees to comply with the provisions of the Tax Agreement. This covenant shall survive payment in full or defeasance of the Bonds.

**Enforcement of Loan Agreement and Obligation No. 35.** The Trustee shall promptly collect all amounts due from the Corporation pursuant to the Loan Agreement and from the Members pursuant to Obligation No. 35, shall perform all duties imposed upon it pursuant to the Loan Agreement and shall enforce, and take all steps, actions and proceedings reasonably necessary for the enforcement of all of the rights of the Authority except such

rights as the Authority shall have retained, including without limitation, the rights to enforce remedies upon the occurrence and continuation of an Event of Default, and all of the obligations of the Corporation and the other Members.

**Amendment of Loan Agreement.** Except as provided pursuant to the provisions of the Indenture described in the following paragraph, the Authority shall not amend, modify or terminate any of the terms of the Loan Agreement or consent to any such amendment, modification or termination without filing with the Trustee the written consent of the Holders of a majority in aggregate principal amount of the Bonds then Outstanding, provided that no such amendment or modification shall reduce the amount of Loan Repayments to be made to the Authority or the Trustee by the Corporation pursuant to the Loan Agreement, or extend the time for making such payments, without the written consent of the Holders of the Bonds then Outstanding.

Notwithstanding the provisions of the Indenture described in the preceding paragraph, the Loan Agreement may be amended or modified from time to time and at any time by the Authority and the Corporation by a supplement to the Loan Agreement, which the Authority and the Corporation may enter into without the consent of any Holders, but only to the extent permitted by law and only for any one or more of the following purposes: (i) to add to the covenants and agreements of the Authority or the Corporation contained in the Loan Agreement other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power therein reserved to or conferred upon the Authority or the Corporation, provided, that no such covenant, agreement, pledge, assignment or surrender shall materially adversely affect the interests of the Holders of the Bonds; (ii) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in the Loan Agreement, or in regard to matters or questions arising under the Loan Agreement, as the Authority may deem necessary or desirable and not inconsistent with the Loan Agreement or the Indenture, and which shall not materially adversely affect the interests of the Holders of the Bonds; and (iii) to maintain the exclusion from gross income of interest payable with respect to the Bonds.

In executing any amendment or modification of the Loan Agreement permitted by the provisions of the Indenture described under this caption, the Authority shall be entitled to receive and to rely upon an Opinion of Counsel stating that the execution of such amendment or modification is authorized or permitted by the Indenture.

Upon Request of the Corporation, the Trustee, as holder of Obligation No. 35, shall consent to any amendment to the Master Indenture requested by the Corporation.

## **Events of Default and Remedies**

**Events of Default.** The following events shall be Events of Default:

(a) default in the due and punctual payment of the principal or Redemption Price of any Bond, when and as the same shall become due and payable, whether at maturity, by proceedings for redemption, by acceleration or otherwise or default in the redemption of any Bonds from Sinking Fund Installments in the amount and at the times provided therefor;

(b) default in the due and punctual payment of any installment of interest on any Bond, when and as such interest installment shall become due and payable;

(c) default by the Authority in the observance of any of the other covenants, agreements or conditions on its part in the Indenture or in the Bonds, contained, if such default shall have continued for a period of 60 days after written notice thereof, specifying such default and requiring the same to be remedied, shall have been given to the Authority and the Corporation by the Trustee or to the Authority, the Corporation and the Trustee by the Holders of not less than 25% in aggregate principal amount of the Bonds at the time Outstanding; or

(d) a Loan Default Event.

**Acceleration of Maturities.** If an Event of Default shall occur, then, and in each and every such case during the continuance of such Event of Default, the Trustee may, and upon the written direction of the Holders of a majority in aggregate principal amount of the Bonds then Outstanding, the Trustee shall, notify the Master Trustee of such Event of Default, may make a demand for payment under Obligation No. 35 and may request the Master Trustee in writing to give notice pursuant to the Master Indenture to the Members of the Obligated Group declaring the principal of all obligations issued under the Master Indenture then outstanding to be due and immediately payable. Upon such declaration by the Master Trustee and upon notice in writing to the Authority and the Corporation, the Trustee shall declare the principal of the Bonds, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything in the Indenture or in the Bonds contained to the contrary notwithstanding. In addition, the Trustee may take whatever action at law or in equity is necessary or desirable to collect the payments due under Obligation No. 35.

Notice of such declaration having been given as aforesaid, anything to the contrary contained in the Indenture or in the Bonds to the contrary notwithstanding, interest shall cease to accrue on such Bonds from and after the date of such notice of acceleration.

Any such declaration, however, is subject to the condition that if, at any time after such declaration and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, there shall be deposited with the Trustee a sum sufficient to pay all the principal or Redemption Price of and installments of interest on the Bonds payment of which is overdue, with interest on such overdue principal at the rates borne by the respective Bonds, and the reasonable fees, charges and expenses of the Trustee, and if the Trustee has received notification from the Master Trustee that the declaration of acceleration of Obligation No. 35 has been annulled pursuant to the Master Indenture and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding, by written notice to the Authority, the Corporation and the Trustee, or the Trustee may, on behalf of the Holders of all the Bonds, rescind and annul such declaration and its consequences and waive such default; provided that no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon. In the case of any such rescission and annulment, the Authority, the Corporation, the Trustee and the Holders shall be restored to their former positions and rights under the Indenture.

**Application of Revenues and Other Funds after Default.** If an Event of Default shall occur and be continuing, all Revenues and any other funds then held or thereafter received by the Trustee under any of the provisions of the Indenture (subject to the provisions of the Indenture relating to disqualified Bonds and other than moneys required to be deposited in the Rebate Fund) shall be applied by the Trustee as follows and in the following order:

(1) To the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Holders of the Bonds and payment of reasonable fees and expenses of the Trustee (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under the Indenture;

(2) To the payment of the principal or Redemption Price of and interest then due on the Bonds (upon presentation of the Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of the Indenture, as follows:

(i) Unless the principal of all of the Bonds shall have become or have been declared due and payable,

First: To the payment to the Persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference;

Second: To the payment to the Persons entitled thereto of the unpaid principal (including Mandatory Sinking Account Payments) or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, with interest on the overdue principal at the rate borne by the respective Bonds, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, together with such interest, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date to the Persons entitled thereto, without any discrimination or preference;

(ii) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds, with interest on the overdue principal at the rate borne by the respective Bonds, and, if the amount available shall not be sufficient to pay in full the whole amount so due and unpaid, then to the payment thereof ratably, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference; and

(3) To the payment of the reasonable fees, charges and expenses of the Authority and the payment of any amounts owed pursuant to the provisions of Loan Agreement.

**Trustee to Represent Bondholders.** Upon the occurrence and continuance of an Event of Default or other occasion giving rise to a right in the Trustee to represent the Bondholders, the Trustee in its discretion may, and upon the written request of the Holders of not less than 25% in aggregate principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of such Holders by such appropriate action, suit, mandamus or other proceedings as it shall deem most effectual to protect and enforce any such right, at law or in equity, either for the specific performance of any covenant or agreement contained in the Indenture, or in aid of the execution of any power in the Indenture granted, or for the enforcement of any other appropriate legal or equitable right or remedy vested in the Trustee, or in such Holders under the Indenture, the Loan Agreement, Obligation No. 35, the Act or any other law; and upon instituting such proceeding, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver of the Revenues and other assets pledged under the Indenture, pending such proceedings. If more than one such request is received by the Trustee from the Holders, the Trustee shall follow the written request executed by the Holders of the greater percentage of Bonds then Outstanding in excess of 25%. All rights of action under the Indenture or the Bonds or otherwise may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceeding relating thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in the name of the Trustee for the benefit and protection of all the Holders of such Bonds, subject to the provisions of the Indenture. Nothing in the Indenture shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment, or composition affecting the Bonds or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding without the approval of the Holders so affected.

**Bondholders' Direction of Proceedings.** The Holders of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, and upon indemnifying the Trustee to its satisfaction therefor, to direct the method of conducting all remedial proceedings taken by the Trustee under the Indenture, provided that such direction shall not be otherwise than in accordance with law and the provisions of the Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders not parties to such direction.

**Limitation on Bondholders' Right to Sue.** No Holder of any Bond shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under the Indenture, the Loan Agreement, Obligation No. 35, the Act or any other applicable law with respect to such Bond, unless: (1) such Holder shall have given to the Trustee written notice of the occurrence of an Event of Default; (2) the Holders of not less than 25% in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers granted in the Indenture or to institute such suit, action or proceeding in its own name; provided, however, that if more than one such request is received by the Trustee from

the Holders, the Trustee shall follow the written request executed by the Holders of the greater percentage of Bonds then Outstanding in excess of 25%; (3) such Holder or said Holders shall have tendered to the Trustee indemnity satisfactory to it against the costs, expenses and liabilities to be incurred in compliance with such request; and (4) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are, in every case, to be conditions precedent to the exercise by any Holder of Bonds of any remedy under the Indenture or under law; it being understood and intended that no one or more Holders of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of the Indenture or the rights of any other Holders of Bonds, or to enforce any right under the Indenture, the Loan Agreement, Obligation No. 35, the Act or other applicable law with respect to the Bonds, except in the manner in the Indenture provided, and that all proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner in the Indenture provided and for the benefit and protection of all Holders of the Outstanding Bonds, subject to the provisions of the Indenture.

**Termination of Proceedings.** In case any proceedings taken by the Trustee or any one or more Bondholders on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bondholders, then in every such case the Authority, the Trustee and the Bondholders, subject to any determination in such proceedings, shall be restored to their former positions and rights under the Indenture, severally and respectively, and all rights, remedies, powers and duties of the Authority, the Trustee and the Bondholders shall continue as though no such proceedings had been taken.

**Remedies Not Exclusive.** No remedy in the Indenture conferred upon or reserved to the Trustee or to the Holders of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given under the Indenture or now or hereafter existing at law or in equity or otherwise.

**No Waiver of Default.** No delay or omission of the Trustee or of any Holder of the Bonds to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by the Indenture to the Trustee or to the Holders of the Bonds may be exercised from time to time and as often as may be deemed expedient.

### **Amendment of the Indenture**

**Amendments Permitted.** The Indenture and the rights and obligations of the Authority and of the Holders of the Bonds and of the Trustee may be modified or amended from time to time and at any time by an indenture or indentures supplemental to the Indenture, which the Authority and the Trustee may enter into when the written consent of the Holders of a majority in aggregate principal amount of the Bonds then Outstanding shall have been filed with the Trustee; provided, however, that if such amendment will, by its terms, not take effect so long as Bonds of any particular maturity remain Outstanding, the consent of the Holders of Bonds of such maturity shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Bonds Outstanding under the provisions of the Indenture. No such modification or amendment shall (1) extend the fixed maturity of any Bond, or reduce the amount of principal thereof, or extend the time of payment or reduce the amount of any Mandatory Sinking Account Payment, or reduce the rate of interest thereon, or extend the time of payment of interest thereon, without the consent of the Holder of each Bond so affected, or (2) reduce the aforesaid percentage of Bonds the consent of the Holders of which is required to effect any such modification or amendment, or permit the creation of any lien on the Revenues and other assets pledged under the Indenture prior to or on a parity with the lien created by the Indenture, or deprive the Holders of the Bonds of the lien created by the Indenture on such Revenues and other assets (except as expressly provided in the Indenture), without the consent of the Holders of all Bonds then Outstanding.

The Indenture and the rights and obligations of the Authority, of the Trustee and of the Holders of the Bonds may also be modified or amended from time to time and at any time by an indenture or indentures supplemental to the Indenture, which the Authority and the Trustee may enter into without the consent of any Holders, but only to the extent permitted by law and only for any one or more of the following purposes:



(1) to add to the covenants and agreements of the Authority contained in the Indenture other covenants and agreements thereafter to be observed, to pledge or assign additional security for the Bonds (or any portion thereof), or to surrender any right or power in the Indenture reserved to or conferred upon the Authority, provided, that no such covenant, agreement, pledge, assignment or surrender shall materially adversely affect the interests of the Holders of the Bonds;

(2) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision, contained in the Indenture, or in regard to matters or questions arising under the Indenture, as the Authority or the Trustee may deem necessary or desirable and not inconsistent with the Indenture, and which shall not materially adversely affect the interests of the Holders of the Bonds;

(3) to modify, amend or supplement the Indenture in such manner as to permit the qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not materially adversely affect the interests of the Holders of the Bonds;

(4) to provide any additional procedures, covenants or agreements to maintain the exclusion from gross income for federal income tax purposes of interest on the Bonds;

(5) to make any changes required by a Rating Agency in order to maintain a rating for the Bonds;

(6) to modify, alter, amend or supplement the Indenture in any other respect which is not materially adverse to the Bondholders.

## **Defeasance**

**Discharge of Bonds and Indenture.** The Bonds may be paid by the Authority or the Trustee on behalf of the Authority in any of the following ways:

(1) by paying or causing to be paid the principal or Redemption Price of and interest on all Bonds Outstanding, as and when the same become due and payable;

(2) by depositing with the Trustee, in trust, at or before maturity, moneys in the necessary amount (as provided pursuant to the provisions of the Indenture) to pay when due or redeem all Bonds then Outstanding; or

(3) by delivering to the Trustee, for cancellation by it, all Bonds then Outstanding.

If the Authority shall also pay or cause to be paid all other sums payable under the Indenture by the Authority and if the Corporation shall have paid all Additional Payments, Administrative Fees and Expenses, any indemnification owed to the Authority or the Trustee and any other fees and expenses payable to the Authority pursuant to the Loan Agreement, then and in that case at the election of the Authority (evidenced by a Certificate of the Authority filed with the Trustee signifying the intention of the Authority to discharge all such indebtedness and the Indenture and upon receipt by the Trustee and the Authority of an Opinion of Counsel to the effect that the obligations under the Indenture and the Bonds have been discharged), and notwithstanding that any Bonds shall not have been surrendered for payment, the Indenture and the pledge of Revenues and other assets made under the Indenture and all covenants, agreements and other obligations of the Authority under the Indenture (except as otherwise provided in the Indenture) shall cease, terminate, become void and be completely discharged and satisfied.

## **Notices**

Notwithstanding any other provision in the Indenture to the contrary, any notice to be delivered to Bondholders may be given by Electronic Notice.



## LOAN AGREEMENT

The Loan Agreement provides the terms of the loan of the proceeds of the Bonds, to the Corporation and the repayment of and security for the loan provided by the Corporation.

### Issuance of Obligation No. 35

In consideration of the issuance of the Bonds by the Authority and the application of the proceeds thereof as provided in the Indenture, the Corporation agrees to issue, or cause to be issued, and to cause to be authenticated and delivered to the Authority or its designee, pursuant to the Master Indenture and Supplement No. 35, concurrently with the issuance and delivery of the Bonds, Obligation No. 35. The Authority agrees that Obligation No. 35 shall be registered in the name of the Trustee.

### Payment of Loan

**Loan Repayments.** Pursuant to the Loan Agreement, the Authority lends and advances to the Corporation, and the Corporation borrows and accepts from the Authority, the net proceeds received from the sale of the Bonds, such proceeds to be applied under the terms and conditions of the Loan Agreement and the Indenture. In consideration of the loan of such proceeds to the Corporation, the Corporation agrees to pay, or cause to be paid, Loan Repayments as follows: (i) on or before the Business Day next preceding each Interest Payment Date, the full amount of the interest becoming due and payable on such Interest Payment Date on all Bonds then Outstanding (less any amounts on deposit in the Interest Fund available for the payment of such interest) and (ii) on or before the Business Day next preceding each Principal Payment Date, the aggregate amount of principal becoming due and payable on the Outstanding Bonds, plus the aggregate amount of Mandatory Sinking Account Payments required to be paid into the Sinking Accounts for Outstanding Bonds, in each case on such Principal Payment Date (less any amounts on deposit in the Principal Fund available for the payment of such principal or Mandatory Sinking Account Payments). Notwithstanding the foregoing schedule of payments, the Corporation agrees to make payments, or cause payments to be made, at the times and in the amounts required to be paid as principal or Redemption Price of and interest on the Bonds from time to time Outstanding under the Indenture and other amounts required to be paid under the Indenture, as the same shall become due whether at maturity, upon redemption, by declaration of acceleration or otherwise.

Except as otherwise expressly provided in the Loan Agreement, all amounts payable by the Corporation to the Authority under the Loan Agreement or with respect to Obligation No. 35 shall be paid to the Trustee, as assignee of the Authority, and the Loan Agreement and all right, title and interest of the Authority in any such payments shall be assigned and pledged to the Trustee so long as any Bonds remain Outstanding.

**Additional Payments.** In addition to Loan Repayments and payments on Obligation No. 35, the Corporation shall also pay to the Authority or the Trustee, as the case may be, Additional Payments, as follows:

(a) All taxes and assessments of any type or character charged to the Authority or to the Trustee affecting the amount available to the Authority or the Trustee from payments to be received under the Loan Agreement or in any way arising due to the transactions contemplated by the Loan Agreement (including taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Trustee; provided, however, that the Corporation shall have the right to protest any such taxes or assessments and to require the Authority or the Trustee, at the Corporation's expense, to protest and contest any such taxes or assessments levied upon them and that the Corporation shall have the right to withhold payment of any such taxes or assessments pending disposition of any such protest or contest unless such withholding, protest or contest would adversely affect the rights or interests of the Authority or the Trustee and the Corporation has provided the Authority or the Trustee with security and indemnification reasonably deemed adequate by the Authority or the Trustee in respect of such affected rights or interests;

(b) All reasonable fees, charges, expenses and indemnities of the Trustee for services rendered under the Loan Agreement and under the Indenture, as and when the same become due and payable;

(c) The reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions or provide such other services required under the Loan Agreement, Supplement No. 35, Obligation No. 35 or the Indenture; and

(d) The annual fee of the Authority and reasonable fees and expenses of the Authority or any agent or counsel selected by the Authority to act on its behalf, including, without limitation, the Attorney General of the State of California, in connection with the Loan Agreement, the Master Indenture, Supplement No. 35, Obligation No. 35, the Bonds or the Indenture, including, without limitation, any and all reasonable expenses incurred in connection with the authorization, issuance, sale and delivery of any such Bonds, the Master Indenture, Supplement No. 35, Obligation No. 35, or the Indenture or any of the other documents contemplated thereby, or in connection with the supervision or inspection of the Corporation, its properties, assets or operations or otherwise in connection with the administration of the Loan Agreement, the Indenture, Supplement No. 35 and Obligation No. 35.

**Prepayment.** The Corporation shall have the right, so long as all amounts that have theretofore become due under the Loan Agreement have been paid, at any time or from time to time to prepay all or any part of the Loan Repayments, and the Authority agrees that the Trustee shall accept such prepayments when the same are tendered. Prepayments may be made by payments of cash, deposit of United States Government Obligations or surrender of Bonds. All such prepayments shall be deposited upon receipt in the Special Redemption Account or in the Optional Redemption Account, as applicable, or in such escrow fund or account held by the Trustee as the Corporation shall specify, and, at the request of and as determined by the Corporation, credited against payments due under the Loan Agreement or used for the redemption or purchase of Outstanding Bonds in the manner and subject to the terms and conditions set forth in the Indenture.

Notwithstanding any prepayment or surrender of Bonds, as long as any Bonds remain Outstanding or any Additional Payments required to be made under the Loan Agreement remain unpaid, the Corporation shall not be relieved of its obligations under the Loan Agreement.

The Corporation shall also have the right to surrender Bonds acquired by it in any manner whatsoever to the Trustee for cancellation, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired and allocated as set forth in a Request of the Corporation.

**Obligations Unconditional.** The obligations of the Corporation under the Loan Agreement and pursuant to Obligation No. 35, including the obligation of the Corporation to pay the principal of and interest on Obligation No. 35, are absolute and unconditional, notwithstanding any other provision of the Loan Agreement, Supplement No. 35, the Master Indenture or the Indenture. Until the Loan Agreement is terminated and all payments under the Loan Agreement are made, the Corporation:

(a) Will pay all amounts required under the Loan Agreement and under Obligation No. 35 without abatement, deduction or set-off except as otherwise expressly provided in the Loan Agreement;

(b) Will not suspend or discontinue any payments due under the Loan Agreement or under Obligation No. 35 for any reason whatsoever, including, without limitation, any right of set-off or counterclaim;

(c) Will perform and observe all its other agreements contained in the Loan Agreement; and

(d) Except as provided in the Loan Agreement, will not terminate the Loan Agreement for any cause including, without limiting the generality of the foregoing, damage, destruction or condemnation of the Corporation's facilities or any part thereof, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State, or any political subdivision of either thereof or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Loan Agreement.

## Continuing Disclosure

The Corporation, on behalf of itself and the other Members of the Obligated Group, covenants and agrees to comply with the continuing disclosure requirements promulgated under the Rule. Notwithstanding any other provision of the Loan Agreement, failure of the Corporation to comply with the requirements of the Rule shall not be considered a Loan Default Event; however, the Trustee, at the written request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Bonds, shall, but only to the extent the Trustee is indemnified to its satisfaction from and against any cost, liability or expense related thereto, including, without limitation, reasonable fees and expenses of its attorneys and advisors and its additional fees and expenses, or any Holder or Beneficial Owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Corporation to comply with its obligations pursuant to this caption.

## Loan Default Events and Remedies

**Loan Default Events.** Each of the following events shall constitute a Loan Default Event under the Loan Agreement:

(a) Failure by the Corporation to pay in full any payment required under the Loan Agreement or under Obligation No. 35 when due;

(b) If any material representation or warranty made by the Corporation in the Loan Agreement or in any document, instrument or certificate furnished to the Trustee or the Authority in connection with the issuance of Obligation No. 35 or the Bonds shall at any time prove to have been incorrect in any respect as of the time made;

(c) If the Corporation shall fail to observe or perform any covenant, condition, agreement or provision in the Loan Agreement on its part to be observed or performed, other than as described in subsection (a) or (b) above, or shall breach any warranty by the Corporation contained in the Loan Agreement, for a period of 60 days after written notice, specifying such failure or breach and requesting that it be remedied, has been given to the Corporation by the Authority or the Trustee; except that, if such failure or breach can be remedied but not within such 60 day period and if the Corporation shall have taken all action reasonably possible to remedy such failure or breach within such 60 day period, such failure or breach shall not become a Loan Default Event for so long as the Corporation shall diligently proceed to remedy such failure or breach in accordance with and subject to any directions or limitations of time established by the Authority, or the Trustee;

(d) If the Corporation files a petition in voluntary bankruptcy, for the composition of its affairs or for its corporate reorganization under any state or federal bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, or admits in writing to its insolvency or inability to pay debts as they mature, or consents in writing to the appointment of a trustee or receiver for itself or for the whole or any substantial part of the Corporation's facilities;

(e) If a court of competent jurisdiction shall enter an order, judgment or decree declaring the Corporation an insolvent, or adjudging it bankrupt, or appointing a trustee or receiver of the Corporation or of the whole or any substantial part of the Corporation's facilities, or approving a petition filed against the Corporation seeking reorganization of the Corporation under any applicable law or statute of the United States of America or any state thereof, and such order, judgment or decree shall not be vacated or set aside or stayed within 60 days from the date of the entry thereof;

(f) If, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Corporation's facilities, and such custody or control shall not be terminated within 60 days from the date of assumption of such custody or control;

(g) Any Event of Default as defined in and under the Indenture; or

(h) Any Event of Default as defined in and under the Master Indenture.

**Remedies on Default.** If a Loan Default Event shall occur, then, and in each and every such case during the continuance of such Loan Default Event, the Authority and the Trustee on behalf of the Authority, subject to the limitations in the Indenture as to the enforcement of remedies and subject to the Trustee's rights and protections under the Indenture, may take such action as it deems necessary or appropriate to collect amounts due under the Loan Agreement, to enforce performance and observance of any obligation or agreement of the Corporation under the Loan Agreement or to protect the interests securing the same, and may, without limiting the generality of the foregoing:

(a) Exercise any or all rights and remedies given by the Loan Agreement or available under the Loan Agreement or given by or available under any other instrument of any kind securing the Corporation's performance under the Loan Agreement (including, without limitation, Obligation No. 35 and the Master Indenture);

(b) By written notice to the Corporation declare an amount equal to all amounts then due and payable on the Bonds, whether by acceleration of maturity or otherwise, to be immediately due and payable under the Loan Agreement, whereupon the same shall become immediately due and payable; and

(c) Take any action at law or in equity to collect the payment required under the Loan Agreement then due, whether on the stated due date or by declaration of acceleration or otherwise, for damages or for specific performance or otherwise to enforce performance and observance of any obligation, agreement or covenant of the Corporation under the Loan Agreement.

Notwithstanding any other provision of the Loan Agreement or any right, power or remedy existing at law or in equity or by statute, the Trustee shall not under any circumstances declare the entire unpaid aggregate amount of the payment due under the Loan Agreement to be immediately due and payable except in accordance with the directions of the Master Trustee if the Master Trustee shall have declared the aggregate principal amount of Obligation No. 35 and all interest thereon immediately due and payable in accordance with the provisions of the Master Indenture.

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## APPENDIX D

### PROPOSED FORM OF OPINION OF BOND COUNSEL

[Closing Date]

California Health Facilities Financing Authority  
Sacramento, California

California Health Facilities Financing Authority Revenue Bonds  
(Stanford Health Care), 2015 Series A  
Final Opinion

Ladies and Gentlemen:

We have acted as bond counsel to the California Health Facilities Financing Authority (the "Issuer") in connection with issuance of \$100,000,000 aggregate principal amount of California Health Facilities Financing Authority Revenue Bonds (Stanford Health Care), 2015 Series A (the "Bonds"), issued pursuant to an Indenture, dated as of June 1, 2015 (the "Indenture"), between the Issuer and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Indenture.

In such connection, we have reviewed the Indenture, the Loan Agreement, dated as of June 1, 2015 (the "Loan Agreement"), between the Issuer and Stanford Health Care (the "Borrower"), the Tax Certificate and Agreement, dated the date hereof (the "Tax Certificate"), between the Issuer and the Borrower, opinions of counsel to the Issuer, the Borrower and the Trustee, certificates of the Issuer, the Borrower, the Trustee and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

We have relied on the opinion of Ropes & Gray LLP, counsel to the Borrower, regarding, among other matters, the current qualification of the Borrower as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"). We note that the opinion is subject to a number of qualifications and limitations. We have also relied upon representations of the Borrower regarding the use of the facilities financed or refinanced with the proceeds of the Bonds in activities that are not considered unrelated trade or business activities of the Borrower within the meaning of Section 513 of the Code. We note that the opinion of counsel to the Borrower does not address Section 513 of the Code. Failure of the Borrower to be organized and operated in accordance with the Internal Revenue Service's requirements for the maintenance of its status as an organization described in Section 501(c)(3) of the Code, or use of the bond-financed or refinanced facilities in activities that are considered unrelated trade or business activities of the Borrower within the meaning of Section 513 of the Code, may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of issuance of the Bonds.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Accordingly, this letter speaks only as of its date and is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events or matters. We disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Issuer. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second and third paragraphs hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Indenture, the Loan Agreement and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the Bonds to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations under the Bonds, the Indenture, the Loan Agreement and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, arrangement,



fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against authorities of the State of California. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, judicial reference, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents, nor do we express any opinion with respect to the state or quality of title to or interest in any of the real or personal property described in or as subject to the lien of the Indenture or the Loan Agreement or the accuracy or sufficiency of the description contained therein of, or the remedies available to enforce liens on, any such property. Our services did not include financial or other non-legal advice. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds constitute the valid and binding limited obligations of the Issuer.
2. The Indenture has been duly executed and delivered by, and constitutes the valid and binding obligation of, the Issuer. The Indenture creates a valid pledge, to secure the payment of the principal of and interest on the Bonds, of the Revenues and any other amounts held by the Trustee in any fund or account established pursuant to the Indenture, except the Rebate Fund, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.
3. The Loan Agreement has been duly executed and delivered by, and constitutes a valid and binding agreement of, the Issuer.
4. The Bonds are not a lien or charge upon the funds or property of the Issuer except to the extent of the aforementioned pledge. Neither the faith and credit nor the taxing power of the State of California or of any political subdivision thereof is pledged to the payment of the principal of or interest on the Bonds. The Bonds are not a debt of the State of California, and said State is not liable for the payment thereof.
5. Interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code and is exempt from State of California personal income taxes. Interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although we observe that it is included in adjusted current earnings when calculating corporate alternative minimum taxable income. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

Faithfully yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP

per

## APPENDIX E

### BOOK-ENTRY SYSTEM

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued in the aggregate principal amount of each maturity of the Bonds, and will be deposited with DTC.

DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company of DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their beneficial ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial

Owners may wish to provide their names and addresses to the Bond Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Money Market Instrument Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, premium, redemption proceeds, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Bond Trustee, on a payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participants and not of DTC nor of its nominee, the Bond Trustee, the Corporation or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, premium, redemption proceeds, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Corporation, the Authority or the Bond Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Bond Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority and the Corporation believe to be reliable, but neither the Authority nor the Corporation takes responsibility for the accuracy thereof.

**The Authority and the Corporation cannot and do not give any assurances that DTC will distribute to Participants or that Participants or others will distribute to the Beneficial Owners payments of principal of, premium, if any, and interest on the Bonds paid or any redemption or other notices or that they will do so on a timely basis or will serve and act in the manner described in this Official Statement. Neither the Authority nor the Corporation is responsible or liable for the failure of DTC or any Direct Participant or Indirect Participant to make any payments or give any notice to a Beneficial Owner with respect to the Bonds or any error or delay relating thereto.**

**None of the Authority, the Corporation, the Underwriters or the Bond Trustee will have any responsibility or obligation to Direct Participants, to Indirect Participants or to any Beneficial Owner with respect to (i) the accuracy of any records maintained by DTC, any Direct Participant, or any Indirect Participant; (ii) the payment by DTC or any Direct Participant or Indirect Participant of any amount with respect to the principal of or premium, if any, or interest on the Bonds; (iii) any notice that is permitted or required to be given to Holders under the Bond Indenture; (iv) the selection by DTC, any Direct Participant or any Indirect Participant of any person to receive payment in the event of a partial redemption of the Bonds; (v) any consent given or other action taken by DTC as Bondholder; or (vi) any other procedures or obligations of DTC, Direct Participants or Indirect Participants under the book-entry system.**

## APPENDIX F

### FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") is executed and delivered by Stanford Health Care, a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "Corporation") and U.S. Bank National Association, a national banking association duly organized and existing under the laws of the United States of America ("U.S. Bank") in connection with the issuance of \$100,000,000 aggregate principal amount of California Health Facilities Financing Authority Revenue Bonds (Stanford Health Care), 2015 Series A (the "Bonds"). The Bonds are being issued pursuant to an Indenture, dated as of June 1, 2015 (the "Indenture"), between the California Health Facilities Financing Authority (the "Authority") and U.S. Bank, as trustee (the "Trustee").

The proceeds of the Bonds are being loaned by the Authority to the Corporation pursuant to a Loan Agreement, dated as of June 1, 2015 (the "Loan Agreement"), between the Authority and the Corporation. The obligations of the Corporation under the Loan Agreement are secured by Stanford Health Care Obligation No. 35, issued by the Corporation pursuant to the Supplemental Master Indenture for Obligation No. 35, dated as of June 1, 2015 ("Supplement No. 35"), between the Corporation and The Bank of New York Mellon Trust Company, N.A., as master trustee (the "Master Trustee"). Supplement No. 35 supplements the Amended and Restated Master Indenture of Trust, dated as of June 1, 2011 (the "Master Indenture of Trust"), between the Corporation, formerly known as Stanford Hospital and Clinics, and the Master Trustee. The Master Indenture of Trust, as supplemented and amended from time to time pursuant to its terms, including as supplemented and amended by Supplement No. 35, is hereinafter referred to as the Master Indenture.

Pursuant to Section 6.11 of the Indenture and Section 5.10 of the Loan Agreement, the Corporation, acting on its own behalf and on behalf of each other Person who becomes a Member of the Obligated Group (as such terms are defined in the Master Indenture), and U.S. Bank, acting in its capacity as dissemination agent (U.S. Bank, acting in such capacity being hereinafter referred to as the "Dissemination Agent"), covenant and agree as follows:

**SECTION 1. Purpose of this Disclosure Agreement.** This Disclosure Agreement is being executed and delivered by the Corporation and the Dissemination Agent for the benefit of the Holders and Beneficial Owners (as hereinafter defined) of the Bonds and in order to assist the Participating Underwriters (as hereinafter defined) in complying with the Rule (as hereinafter defined). The Corporation and the Dissemination Agent acknowledge that the Authority has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Disclosure Agreement, and has no liability to any person, including any Holder or Beneficial Owner of the Bonds, with respect to any such reports, notices or disclosures or with respect to the Rule.

**SECTION 2. Definitions.** In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

**Annual Report** shall mean any Annual Report provided by the Corporation pursuant to, and as described in, Section 3 and Section 4 of this Disclosure Agreement.

**Beneficial Owner** shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

**Disclosure Representative** shall mean the Authorized Representative of the Corporation or his or her designee, or such other person as the Authorized Representative of the Corporation shall designate in writing to the Dissemination Agent from time to time.

**Dissemination Agent** shall mean U.S. Bank, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Corporation to the Trustee.

**Listed Events** shall mean any of the events listed in Section 5(A) or Section 5(B) of this Disclosure Agreement.

**Participating Underwriter** shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

**Quarterly Report** shall mean any Quarterly Report provided by the Corporation pursuant to, and as described in, Section 3 of this Disclosure Agreement.

**Repository** shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Until otherwise designated by the Municipal Securities Rulemaking Board or the SEC, filings with the Municipal Securities Rulemaking Board are to be made through the Electronic Municipal Market Access (EMMA) website of the Municipal Securities Rulemaking Board, currently located at <http://emma.msrb.org>.

**Rule** shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**SEC** shall mean the Securities and Exchange Commission or any successor agency thereto.

**State** shall mean the State of California.

**SECTION 3. Provision of Annual Reports and Quarterly Reports.** (A) The Corporation shall, or shall upon written direction cause the Dissemination Agent to, not later than one hundred fifty (150) days after the end of the fiscal year of the Obligated Group, commencing with the Annual Report for the fiscal year of the Obligated Group ending August 31, 2015, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements referred to in Section 4(A) may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if such audited financial statements are not available by that date. If the fiscal year of the Obligated Group changes, the Corporation shall give notice of such change in the same manner as for a Listed Event under Section 5(H).

(B) Not later than two (2) Business Days prior to the date specified in subsection (A) for providing the Annual Report to the Repository, the Corporation shall provide the Annual Report (in such format as is specified in Section 14) to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). If by two (2) Business Days prior to such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Corporation to determine if the Corporation is in compliance with subsection (A).

(C) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repository by the date required in subsection (A), the Dissemination Agent shall send a notice, in electronic format, to the Repository, such notice to be in substantially the form attached as Exhibit A hereto.

(D) Unless the Corporation shall have informed the Dissemination Agent in writing that the Corporation has provided the Annual Report directly to the Repository, in which case the Corporation shall file a report with the Authority, the Dissemination Agent and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement and stating the date it was provided, the Dissemination Agent shall file a report with the Corporation, the Authority and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement and stating the date it was provided.



(E) In addition to providing the Annual Report required to be filed pursuant to subsection (A), the Corporation shall, or shall upon written direction, cause the Dissemination Agent to, provide to the Repository, unaudited financial information on a quarterly basis, such unaudited financial information to be provided for the first fiscal quarter, the second fiscal quarter, and the third fiscal quarter and to consist of a consolidated balance sheet, a consolidated statement of operations and changes in net assets and a consolidated statement of cash flows of the Obligated Group and such subsidiaries as are required to be included in accordance with generally accepted accounting principles and an update (as of the last day of the most recently ended fiscal quarter) of the information contained in Table 7 entitled "Historical Utilization" set forth under the caption "Services, Facilities, and Operations-Utilization" in Appendix A of the Official Statement, dated June 26, 2015, relating to the Bonds (the "Official Statement"), such unaudited financial information and such update being hereinafter referred to as a "Quarterly Report." Commencing with the Quarterly Report for the fiscal quarter of the Obligated Group ending August 31, 2015, the Corporation shall provide, or cause the Dissemination Agent to provide, a Quarterly Report, consistent with this subsection (E) and in such format as is specified in Section 14, not later than sixty (60) days after the end of each of the first three fiscal quarters of each fiscal year of the Members of the Obligated Group. In the event the Corporation shall direct the Dissemination Agent to provide a Quarterly Report to the Repository, the Corporation shall provide the Quarterly Report to the Dissemination Agent not later than two (2) Business Days prior to the date such Quarterly Report is to be provided to the Repository.

**SECTION 4. Content of Annual Reports.** The Annual Report of the Obligated Group shall contain or include by reference the following:

(A) The audited financial statements of the Obligated Group for the prior fiscal year, prepared in accordance with generally accepted accounting principles applicable in the United States as promulgated from time to time. If the Obligated Group's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(A), the Annual Report shall contain unaudited financial statements in a format similar to the audited financial statements contained in the Official Statement and the audited financial statements shall be filed in the same manner as the Annual Report when such audited financial statements become available.

(B) An update (as of the last day of the most recently ended fiscal year of the Obligated Group) of the information set forth in the front portion of the Official Statement under the caption "Debt Service Requirements."

(C) An update (as of the last day of the most recently ended fiscal year of the Obligated Group) of the information contained in each of the following tables set forth in Appendix A of the Official Statement: (i) Table 7 entitled "Historical Utilization" set forth under the caption "Services, Facilities, and Operations-Utilization;" (ii) Table 9 entitled "Consolidated Capitalization" set forth under the caption "Summary of Financial Information-Capitalization;" (iii) Table 10 entitled "Consolidated Liquidity" set forth under the caption "Summary of Financial Information-Liquidity;" and (iv) Table 11 entitled "Maximum Annual Debt Service Coverage" set forth under the caption "Summary of Financial Information-Debt Service Coverage."

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Corporation or any other Member of the Obligated Group is an "obligated person" (as such term is defined in the Rule), which have been submitted to the Repository. The Corporation shall clearly identify each such other document so included by reference.

**SECTION 5. Reporting of Significant Events.**

(A) The Corporation shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds in a timely manner not later than ten (10) Business Days after the occurrence of the event:

1. principal and interest payment delinquencies;
2. unscheduled draws on debt service reserves reflecting financial difficulties;



3. unscheduled draws on the credit enhancements reflecting financial difficulties;
4. substitution of the credit or liquidity providers or any failure by such credit or liquidity providers to perform;
5. adverse tax opinions or issuance by the Internal Revenue Service of a proposed or final determination of taxability or a Notice of Proposed Issue (IRS Form 5701 TEB);
6. tender offers;
7. defeasances;
8. rating changes; or
9. bankruptcy, insolvency, receivership or similar event of any Member of the Obligated Group.

**Note:** for the purposes of the event identified in subsection (9) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for any Member of the Obligated Group in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of such Member of the Obligated Group, or if such jurisdiction has been assumed by leaving the existing governing body and officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of such Member of the Obligated Group.

(B) The Corporation shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, in a timely manner not later than ten (10) Business Days after the occurrence of the event, such notice to be provided in accordance with the provisions set forth in Section 14:

1. unless described in subsection 5(A)(5), other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
2. modifications to rights of Bondholders;
3. Bond calls;
4. release, substitution or sale of property securing repayment of the Bonds;
5. non-payment related defaults;
6. the consummation of a merger, consolidation or acquisition involving any Member of the Obligated Group or the sale of all or substantially all of the assets of any Member of the Obligated Group, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
7. appointment of a successor or additional trustee or the change of name of a trustee.

(C) If the Corporation learns of the occurrence of a Listed Event described in Section 5(A), or determines that knowledge of a Listed Event described in Section 5(B) would be material under applicable federal securities laws, the Corporation shall within ten (10) Business Days of occurrence file a notice of such occurrence, or cause a notice of such occurrence to be filed, with the Repository. Notwithstanding the foregoing, notice of the Listed Event described in Section 5(A)(7) or Section 5(B)(3) need not be given under this Section 5(C) any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Indenture.

(D) The Dissemination Agent shall, within one (1) Business Day, or as soon thereafter as practicable, of obtaining actual knowledge of the occurrence of any of the Listed Events described in Section 5(B), contact the Disclosure Representative, inform such person of the event, and request that the Corporation promptly direct the Dissemination Agent in writing whether or not to report such event pursuant to Section 5(H). For purposes of this Disclosure Agreement, "actual knowledge" of the occurrence of such Listed Events shall mean actual knowledge by the officer at the Dissemination Agent with regular responsibility for the administration of matters related to this Disclosure Agreement. The Dissemination Agent shall not have any duty to determine if any Listed Event is material.

(E) Whenever the Corporation obtains knowledge of the occurrence of a Listed Event described in Section 5(B), whether because of a notice from the Dissemination Agent pursuant to Section 5(D) or otherwise, the Corporation shall as soon as possible determine if such event would be material under applicable federal securities laws.

(F) If the Corporation has determined that knowledge of the occurrence of a Listed Event described in Section 5(B) would be material under applicable federal securities laws, the Corporation shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to Section 5(H).

(G) If in response to a request under Section 5(D), the Corporation determines that the Listed Event described in Section 5(B) would not be material under applicable federal securities laws, the Corporation shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to Section 5(H).

(H) If the Dissemination Agent has been instructed by the Corporation to report the occurrence of a Listed Event described in Section 5(B), the Dissemination Agent shall file a notice of such occurrence with the Repository, such notice to be provided in accordance with the provisions set forth in Section 14.

**SECTION 6. Termination of Reporting Obligation.** The obligations of the Corporation and the Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the obligations of the Corporation under the Loan Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the Corporation, and the original Corporation shall have no further responsibility hereunder.

**SECTION 7. Dissemination Agent.** The Corporation may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. In the event that the Corporation discharges the Dissemination Agent and does not appoint a successor Dissemination Agent, the Corporation shall perform the obligations of the Dissemination Agent under this Disclosure Agreement.

The Dissemination Agent may resign by providing thirty (30) day written notice to the Corporation and the Trustee. If at any time there is not any other designated Dissemination Agent, the Corporation shall perform the functions of the Dissemination Agent. Neither the Dissemination Agent nor the Trustee shall have any duty or obligation to review any information provided to the Dissemination Agent or Trustee hereunder and shall not be deemed to be acting in any fiduciary capacity under this Disclosure Agreement for the Corporation, any other Member of the Obligated Group or the Holders.

**SECTION 8. Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Agreement, the Corporation and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the Corporation, provided, the Dissemination Agent shall not be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(A) If the amendment or waiver relates to the provisions of Sections 3(A), 4, 5(A) or 5(B), such amendment or waiver may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(B) This Disclosure Agreement, as amended or taking into account the waiver proposed, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(C) The amendment or waiver either (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture with respect to amendments to the Indenture which require the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Corporation shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Corporation. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in a filing with the Repository, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

**SECTION 9. Additional Information.** Nothing in this Disclosure Agreement shall be deemed to prevent the Corporation from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Corporation chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the Corporation shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event or any other event required to be reported.

**SECTION 10. Default.** In the event of a failure of the Corporation or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Trustee, at the written request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount of Bonds Outstanding, shall (but only to the extent funds in an amount satisfactory to the Trustee have been provided to it or it has been otherwise indemnified to its satisfaction from any cost, liability, expense or additional charges of the Trustee whatsoever, including, without limitation, fees and expenses of its attorneys), or any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Corporation or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under either Indenture or a Loan Default Event under either Loan Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Corporation or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

**SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent.** Article VIII of the Indenture, including, without limitation, Section 8.03 of the Indenture, is hereby made applicable to this Disclosure Agreement as if this Disclosure Agreement were (solely for this purpose) contained in the Indenture and the Dissemination Agent shall be entitled to the benefits afforded to the Trustee thereunder. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Corporation agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which the Dissemination Agent may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of

defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent shall be paid compensation by the Corporation for its services provided hereunder in accordance with its schedule of fees, as amended from time to time, and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The obligations of the Corporation under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

**SECTION 12. Beneficiaries.** This Disclosure Agreement shall inure solely to the benefit of the Authority, the Corporation, the Trustee, the Dissemination Agent, the Participating Underwriters, the Holders and the Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity. No person shall have any right to commence any action against the Trustee or the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement.

**SECTION 13. Notices.** All notices or communications herein required or permitted to be given shall be in writing mailed, sent by telecopy or other direct written electronic means, including, without limitation, email, receipt of which shall be confirmed, or delivered as set forth below:

(i) If to the Corporation:

Stanford Health Care  
300 Pasteur Drive  
M/C 5554  
Stanford, California 94305  
Attention: Treasurer  
Telephone: (650) 725-3917  
Telecopy: (650) 726-1534

(ii) If to the Dissemination Agent and the Trustee:

U.S. Bank National Association  
One California Street, Suite 1000  
San Francisco, California 194111  
Attention: Global Corporate Trust Services  
Telephone: (415) 677-3591  
Telecopy: (415) 677-3769

(iii) If to the Authority:

California Health Facilities Financing Authority  
915 Capitol Mall, Room 590  
Sacramento, California 95814  
Attention: Executive Director  
Telephone: (916) 653-2799  
Telecopy: (916) 654-5362

With respect to any notice to be delivered to the Corporation by electronic means, including, without limitation, any notice to be delivered by email, such notice shall be addressed to the Chief Financial Officer of the Corporation at the email or other address provided by the Corporation to the Authority and the Trustee and the Dissemination Agent from time to time for delivery by email or other electronic means, with a copy to such other email address or addresses as may be designated from time to time by the Disclosure Representative. With respect to any notice to be delivered to the Trustee or the Dissemination Agent by electronic means, including, without limitation, any notice to be delivered by email, such notice shall be addressed to the representative of the Dissemination Agent or the Trustee, as applicable, at the email or other address provided by the Dissemination Agent or the Trustee to the Corporation and the Authority from time to time for delivery by email or other electronic means. With respect to any notice to be delivered to the Authority by electronic means, including, without limitation, any notice to be delivered by email, such notice shall be addressed to the Executive Director of the

Authority at the email or other address provided by the Authority to the Corporation, the Dissemination Agent and the Trustee from time to time for delivery by email or other electronic means.

The Corporation, the Dissemination Agent, the Trustee, and the Authority may, by written notice hereunder, designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

**SECTION 14. Format for Filings.** Any notice, report or filing with the Repository pursuant to this Disclosure Agreement must be submitted in electronic format, in word searchable pdf format, accompanied by such identifying information as is prescribed by the Repository. Until otherwise designated by the Repository or the SEC, filings with the Repository are to be made through the Electronic Municipal Market Access (EMMA) website of the Municipal Securities Rulemaking Board, currently located at <http://emma.msrb.org>.

**SECTION 15. Governing Law.** This Disclosure Agreement shall be construed in accordance with and governed by the Constitution and laws of the State of California applicable to contracts made and performed in the State of California.

**SECTION 16. Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Stanford Health Care**

By: \_\_\_\_\_  
Chief Financial Officer

**U.S. Bank National Association,**  
as Dissemination Agent

By: \_\_\_\_\_  
Authorized Officer

**EXHIBIT A**

**NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: California Health Facilities Financing Authority (the "Authority")  
Name of Issue: California Health Facilities Financing Authority Revenue Bonds (Stanford Health Care), 2015 Series A  
Name of Corporation: Stanford Health Care (the "Corporation")  
Date of Issuance of Bonds: June 30, 2015

NOTICE IS HEREBY GIVEN that the Corporation has not provided an Annual Report with respect to the above-referenced Bonds as required by Section 6.11 of the Indenture, dated as of June 1, 2015, between the Authority and U.S. Bank National Association, as trustee, and as required by Section 5.10 of the Loan Agreement, dated as of June 1, 2015, between the Authority and the Corporation. [The Corporation anticipates that the Annual Report will be filed by \_\_\_\_\_.]

Dated: \_\_\_\_\_

U.S. Bank National Association,  
as dissemination agent on behalf of Stanford Health Care

cc: Authority  
Corporation  
Trustee



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# Stanford

## HEALTH CARE



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