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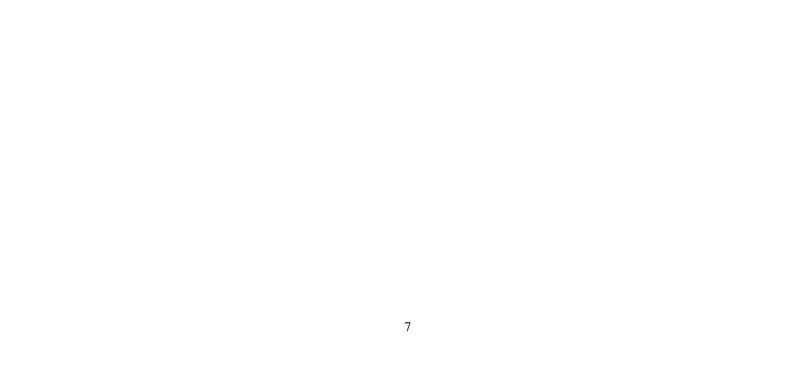
OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PEROFRMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NEITHER THE HOSPITAL NOR ANY FUTURE MEMBERS OF THE OBLIGATED GROUP PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING

covenants and conditions contained in the Master Indenture and the Obligations, has granted or will grant to the Master Trustee a security interest in certain revenues. See "SECURITY AND SOURCE OF PAYMENT – Master Indenture."

Additional Bonds

The Authority may, upon the satisfaction of certain conditions set forth in the Bond Indenture, issue additional bonds under the Bond Indenture ("Additional Bonds") for the purpose of refunding the Series 2010 Bonds. See

THE PRINCIPAL THEREOF OR PREMIUM, IF ANY, OR INTEREST THEREON. THE AUTHORITY HAS NO TAXING POWER. SEE "SECURITY AND SOURCE OF PAYMENT."



Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2010 Bonds within an issue are being

The Authority, the Hospital and the Bond Trustee will have no responsibility or obligation with respect to:

- (i) the accuracy of the records of DTC, its nominee or any Direct Participant or Indirect Participant with respect to any beneficial ownership interest in any Series 2010 Bonds;
- (ii) the delivery to any Direct Participant or Indirect Participant or any other person, other than an owner, as shown in the bond register, of any notice with respect to any Series 2010 Bond including, without limitation, any notice of redemption;
- (iii) the payment to any Direct Participant or Indirect Participant or any other person, other than an owner, as shown in the bond register, of any amount with respect to the principal of or premium, if any, or

It is uncertain if any of these Committees will pursue further investigations or will recommend legislative changes as a result of these inquiries. To date, the Hospital has not been a party to these hearings.

reimbursement programs, there is no longer any justification for special tax treatment for the health care industry, and the
availability for tax-exempt status should be eliminated. Federal and state tax authorities are beginning to demand that

for Kentucky's program, or the failure of the federal government to appropriate funds for CHIP, could have an adverse financial effect on the Hospital.

violations or alleged violations could lead to settlements, fines, exclusion or reputation damage that could have a material adverse impact on a hospital.

Environmental Laws and Regulations.

have been the subject of interpretations by the Internal Revenue Service in the form of Private Letter Rulings, many activities have not been addressed in any official opinion, interpretation or policy of the Internal Revenue Service.

S	ection 103 of th	e Code (collec	ctively, the "Tax	Covenants").	The Bond In	ndenture, the Loan	n Agreement and certain

Owners who purchase Discount Bonds in the initial public offering but at a price different from the Issue Price for such maturity should consult their own tax advisors with respect to the tax consequences of the ownership of the Discount Bonds.

The Code contains certain provisions relating to the accrual of original issue discount in the case of subsequent purchasers of bonds such as the Discount Bonds. Owners who do not purchase Discount Bonds in the initial offering

- (viii) Bond calls (other than mandatory, scheduled redemptions, not otherwise contingent upon the occurrence of an event, the terms of which redemptions are set forth in detail in this Official Statement);
- (ix) Defeasances;
- (x)

The attached Appendices A, B, C and D are integral parts of this Official Statement and must be read together with all of the foregoing statements.

INTRODUCTION

The Bethany Circle of King's Daughters of Madi

budget for the operations of the Hospital, and taking any other financial action as authorized by the Hospital Board of Managers. Currently, membership on the Fina

Roger Allman, President and Chief Executive Officer, age 57. Mr. Allman has been President and Chief Executive Officer of the Hospital since 1993 and is responsible for the overall operations and management of the Hospital. Between 1990 and 1993, Mr. Allman served as President and Chief Executive Officer of Orange County Hospital

cash.	То	date,	the	Corpo	ration	has	spent	approx	ximately	\$2,70	00,000	toward	the	EHR	system,	and	the

HOSPITAL OPERATIONS AND UTILIZATION

General

The Hospital presently offers a full range of inpatient and outpatient diagnostic and therapeutic services and related ancillary care, and expects to offer the same range of services in the Replacement

Medical Staff and the Consulting Medical Sta

Service Area Demographic Trends

Population Trends

respectively, for 2008, while the average household income the St

The following table	shows the number	r of inpatient disc	charges and market s	share percentages for

SELECTED FINANCIAL INFORMATION

accounted for approximately 99.4% of the consolidated total operating revenue and 99.9% of the consolidated total net assets of The King's Daughters' Hospital and Health Services and Affiliated

Pro Forma Maximum Annual Debt Service Coverage

The following table sets forth, for each of the fiscal years ended December 31, 2007, 2008 and

Unrestricted Cash and Marketable Securities. The Hospital accumulated \$49.6 million in unrestricted cash and marketable securities as of December 31, 2008, which represent a 17.3% decrease from the \$60 million of unrestricted cash and marketable securities as of December 31, 2007. Days cash on hand declined by 46 days to 174 days as of December 31, 2008, from 220 days as of December 31,

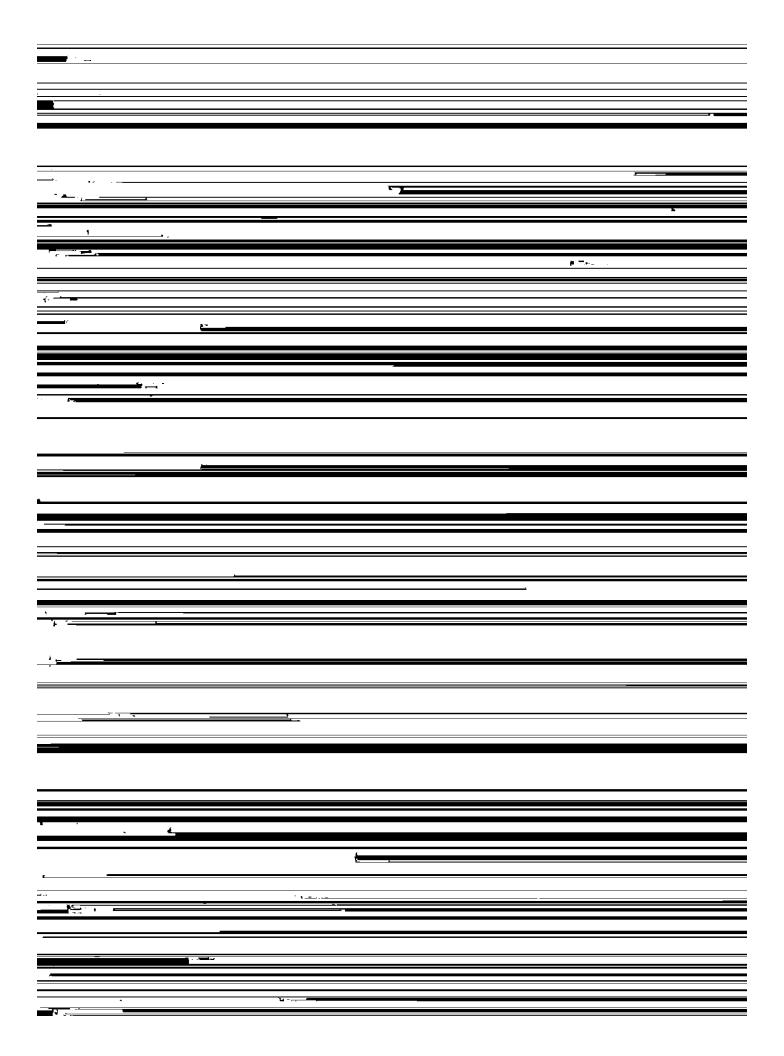
Unrestricted Cash and Marketable Securities. The Hospital accumulated \$69.0 million in

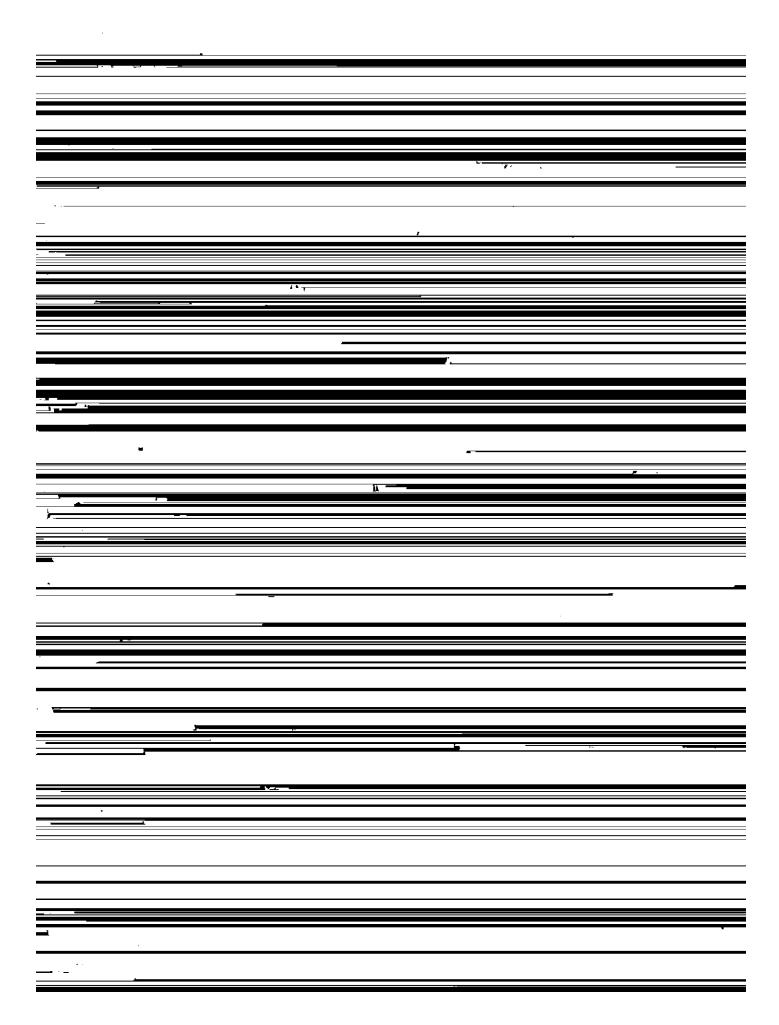
standards of conduct. Once an issue is identified as a possible violation of compliance policy, the

All other property of the Corporation, whether now owned or hereafter acquired (the "Exclude Property"), is free from such covenants and may be en	b

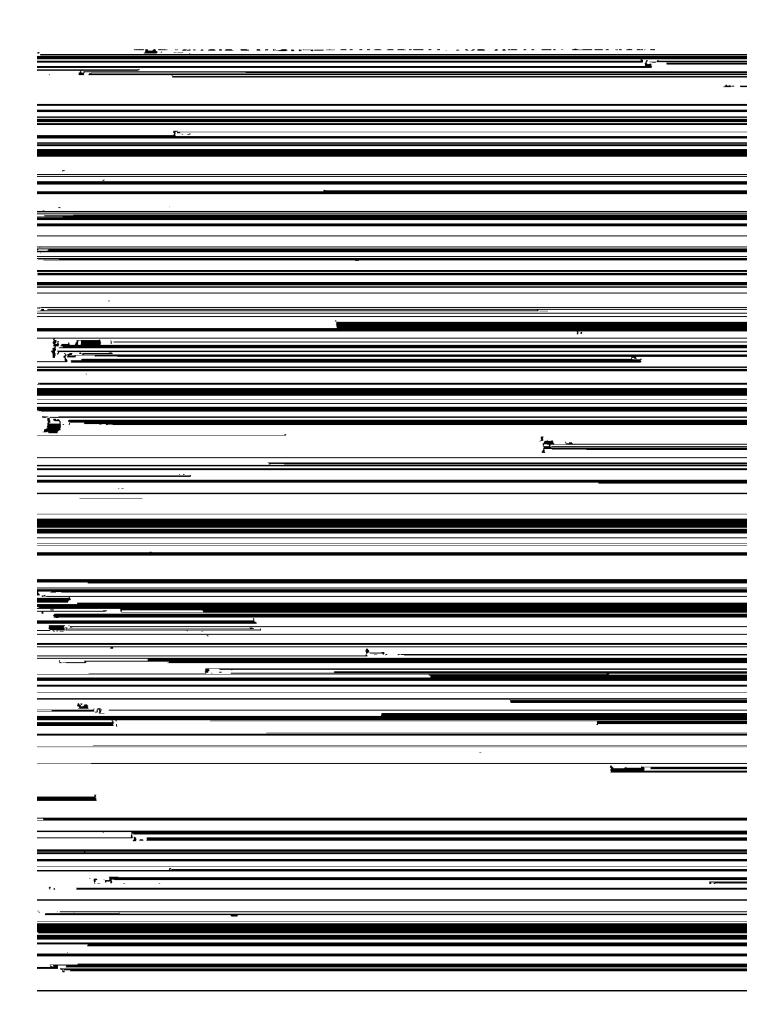
FUTURE CAPITAL PLANS

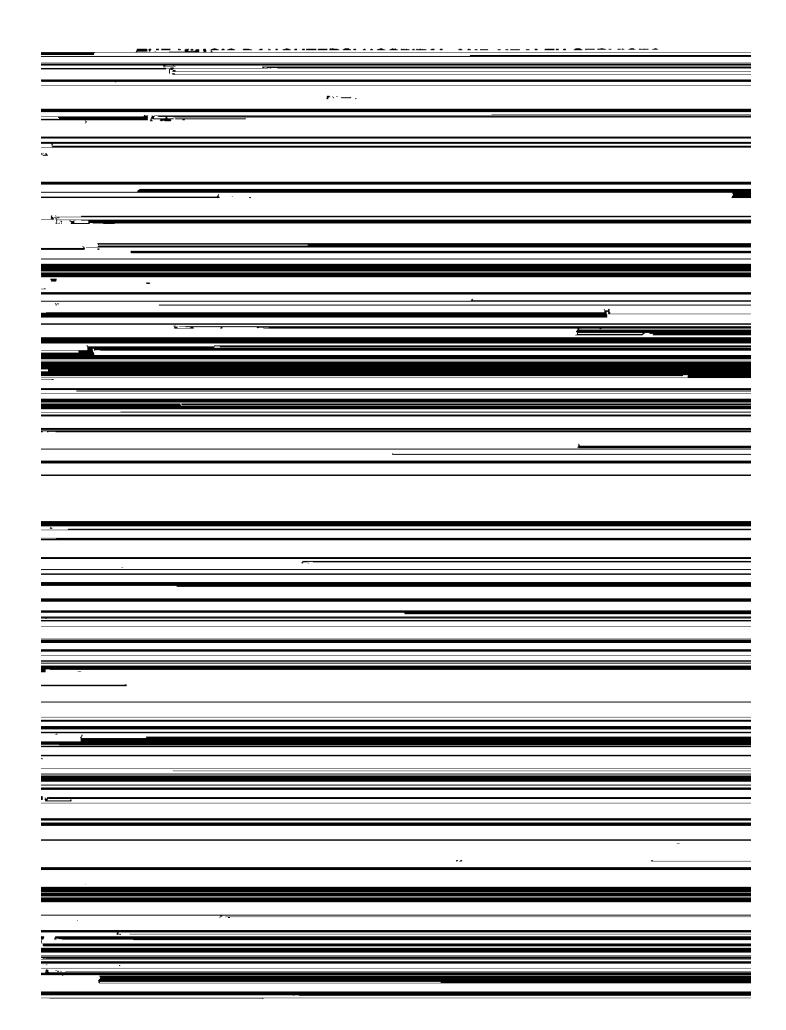
APPENDIX B CONSOLIDATED FINANCI





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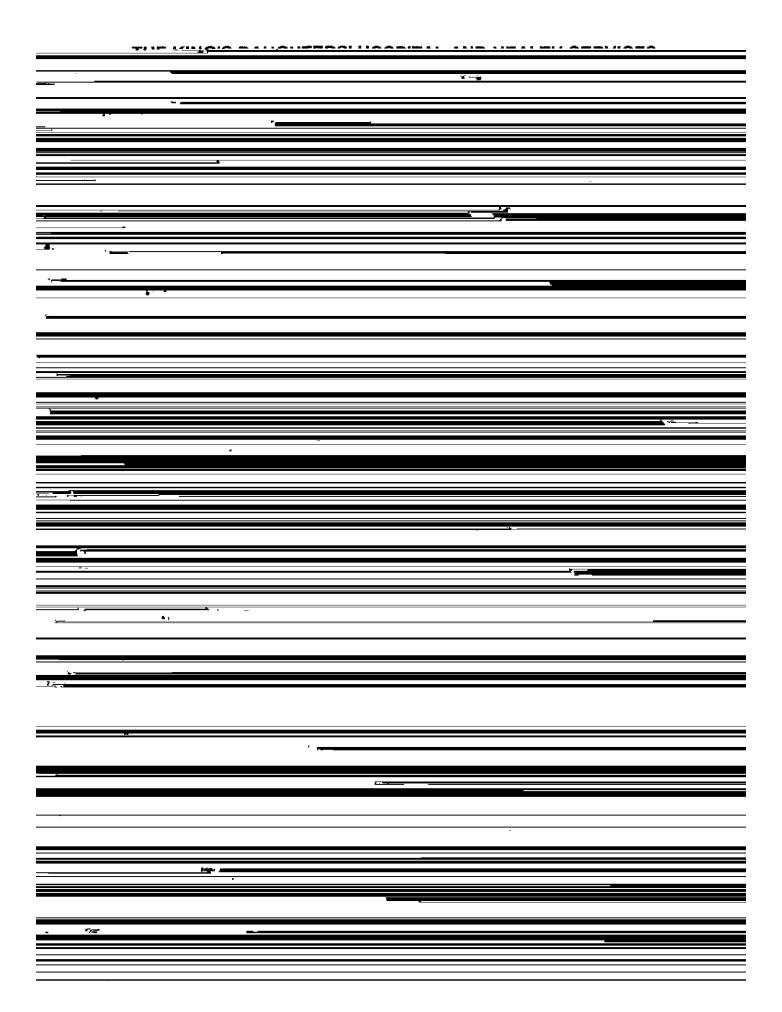


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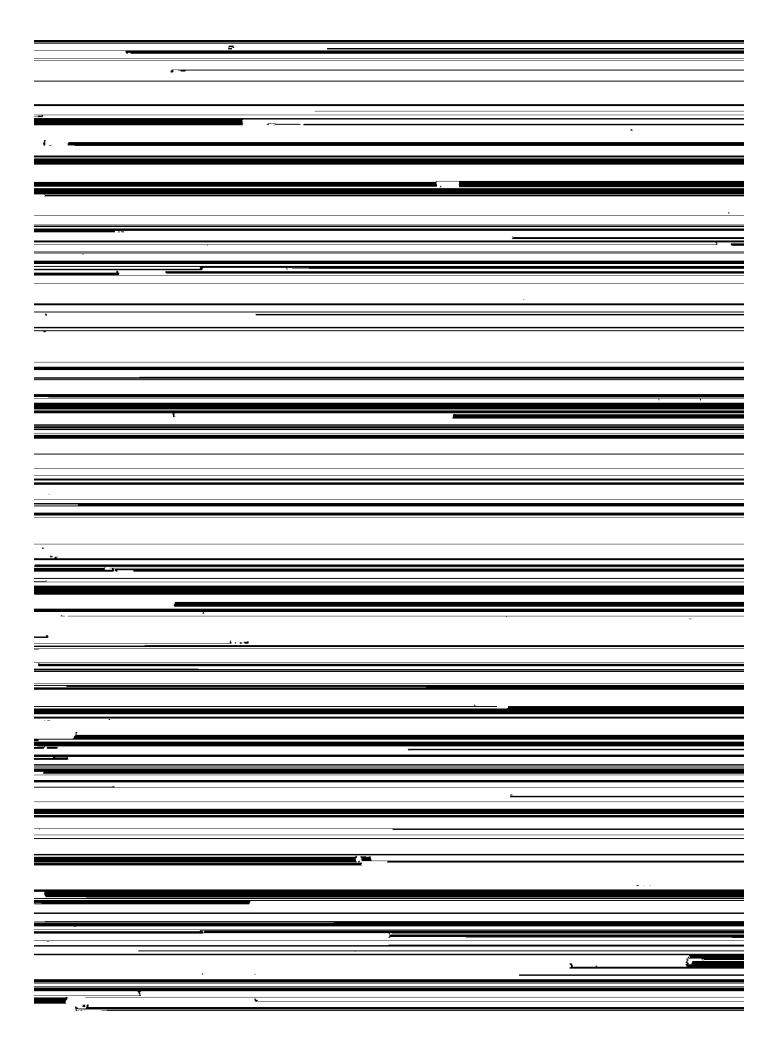
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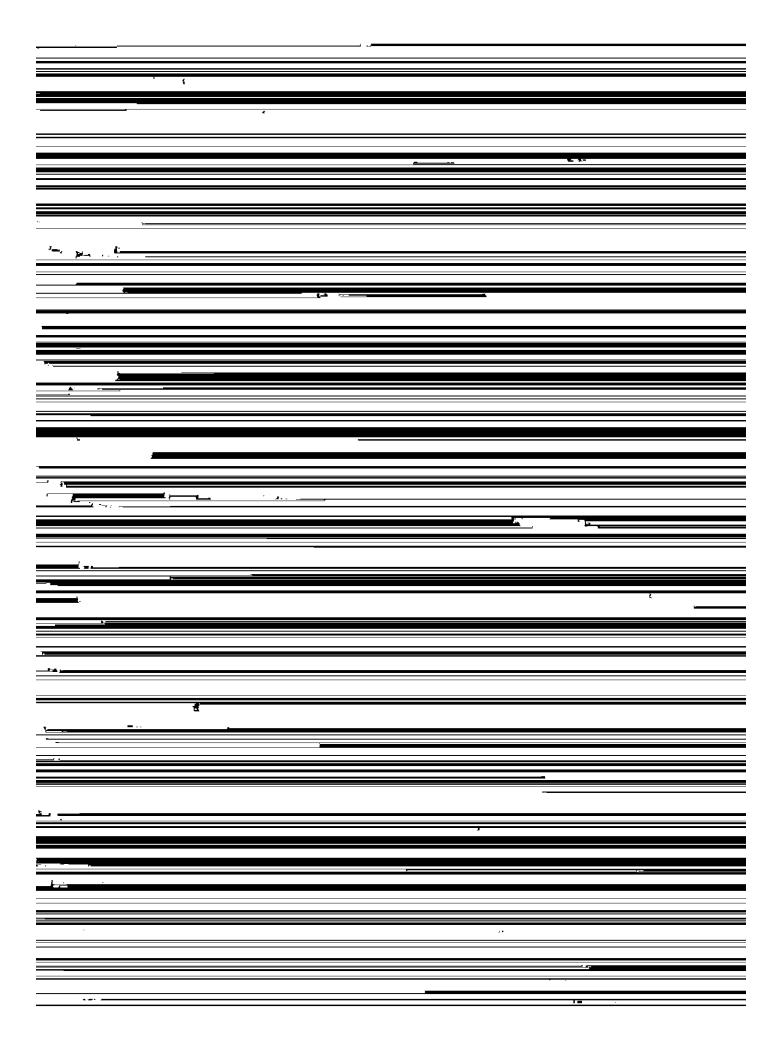
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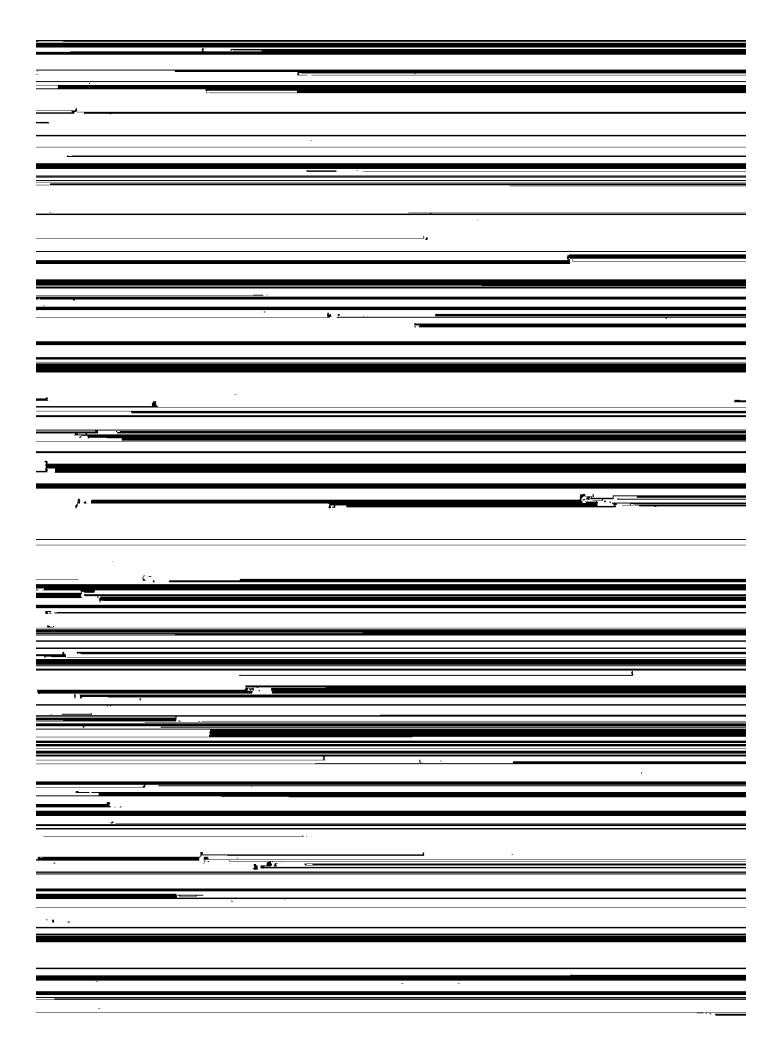


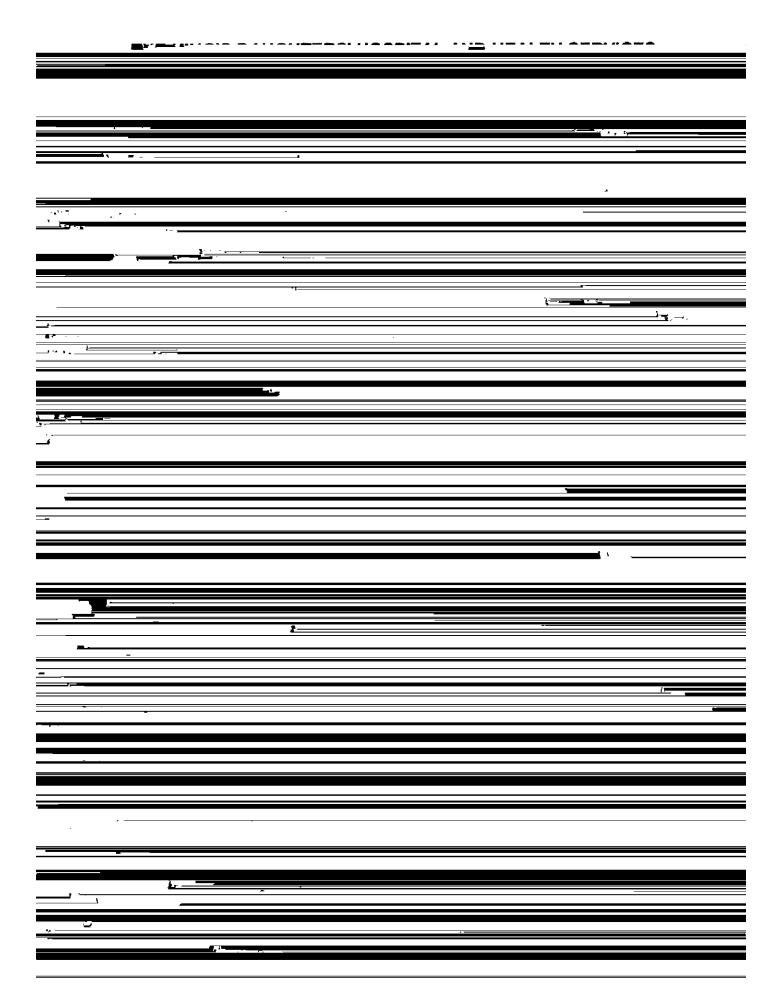


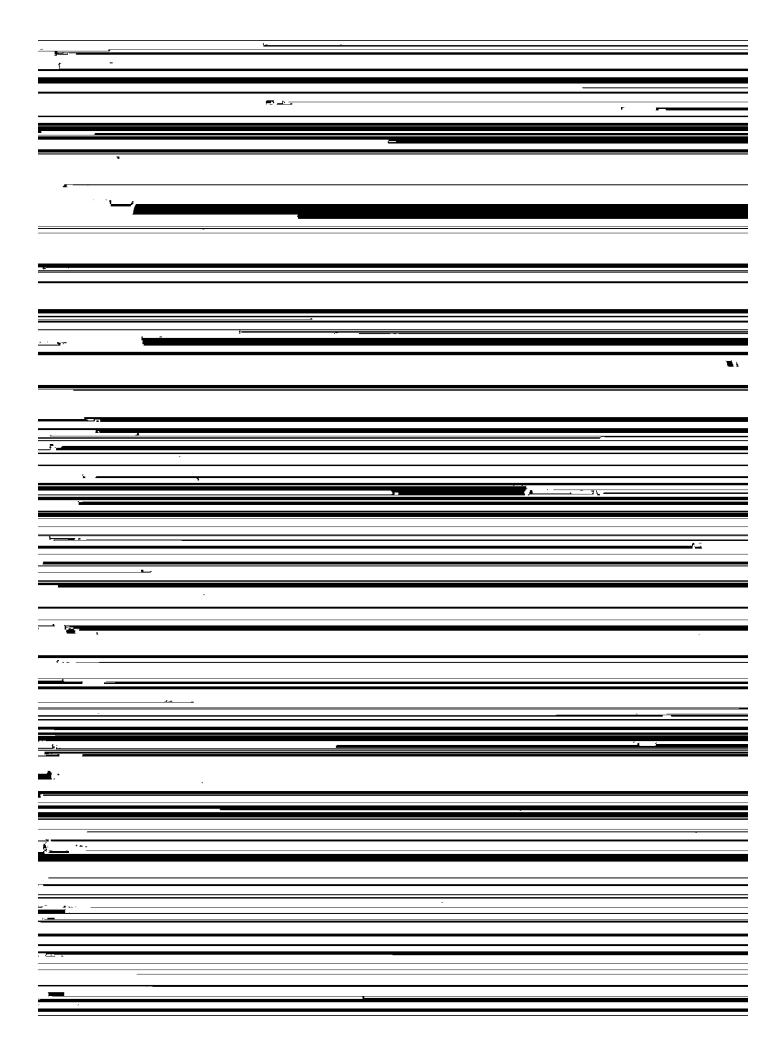
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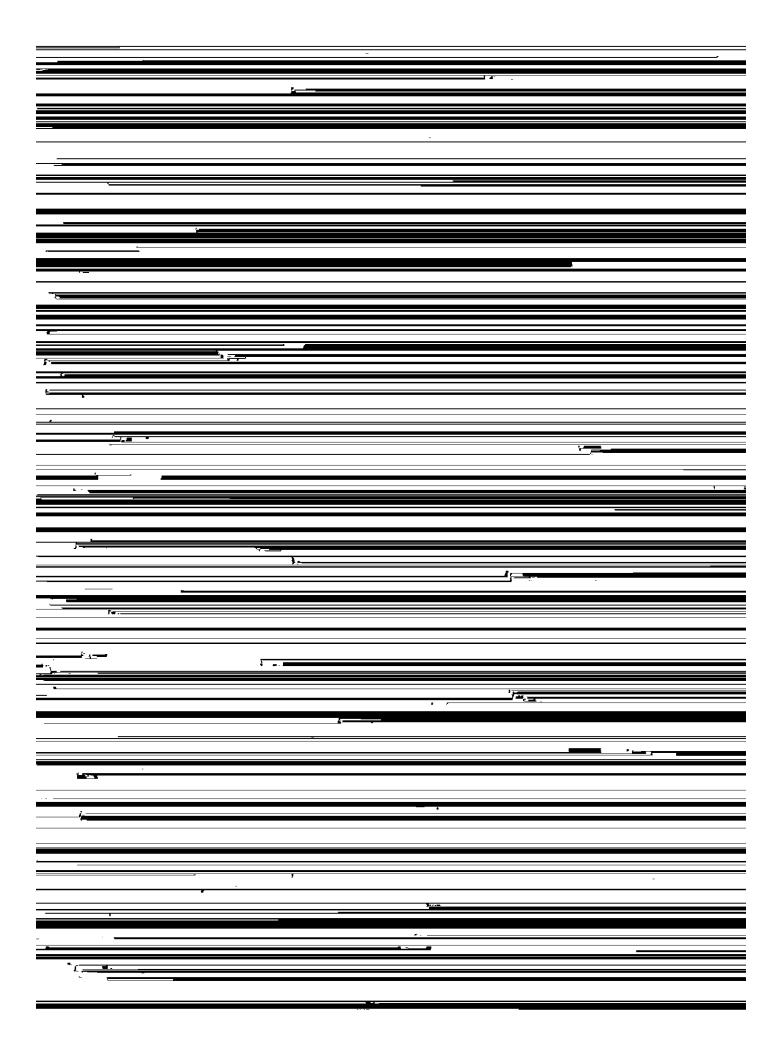
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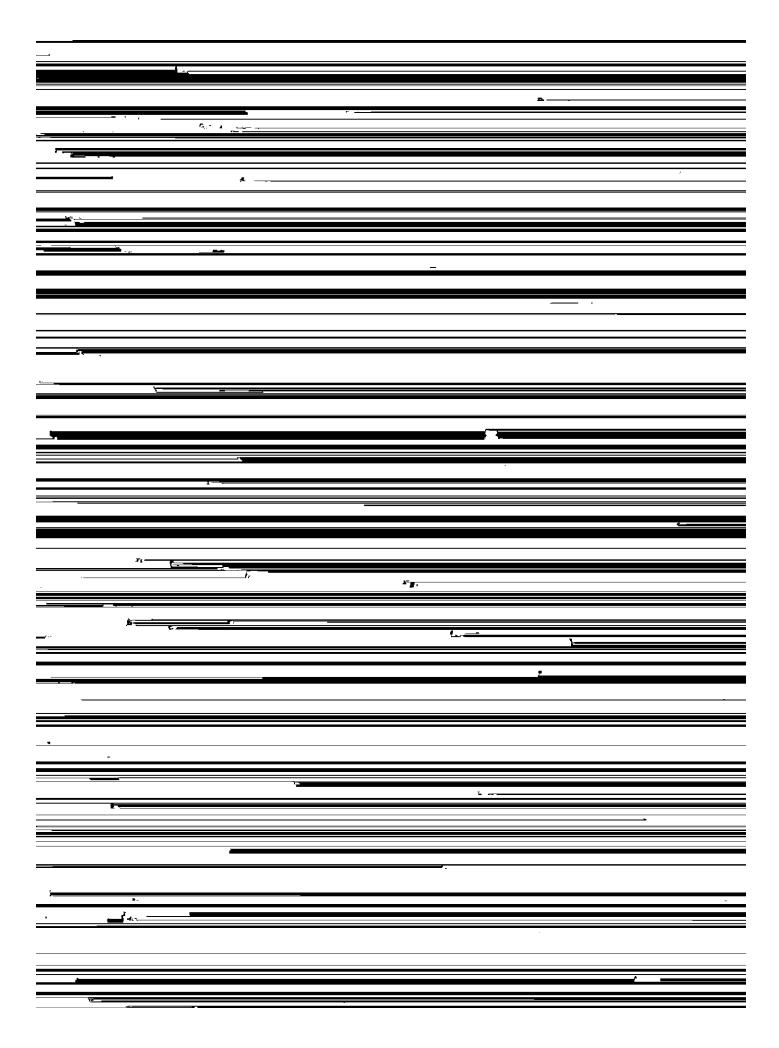
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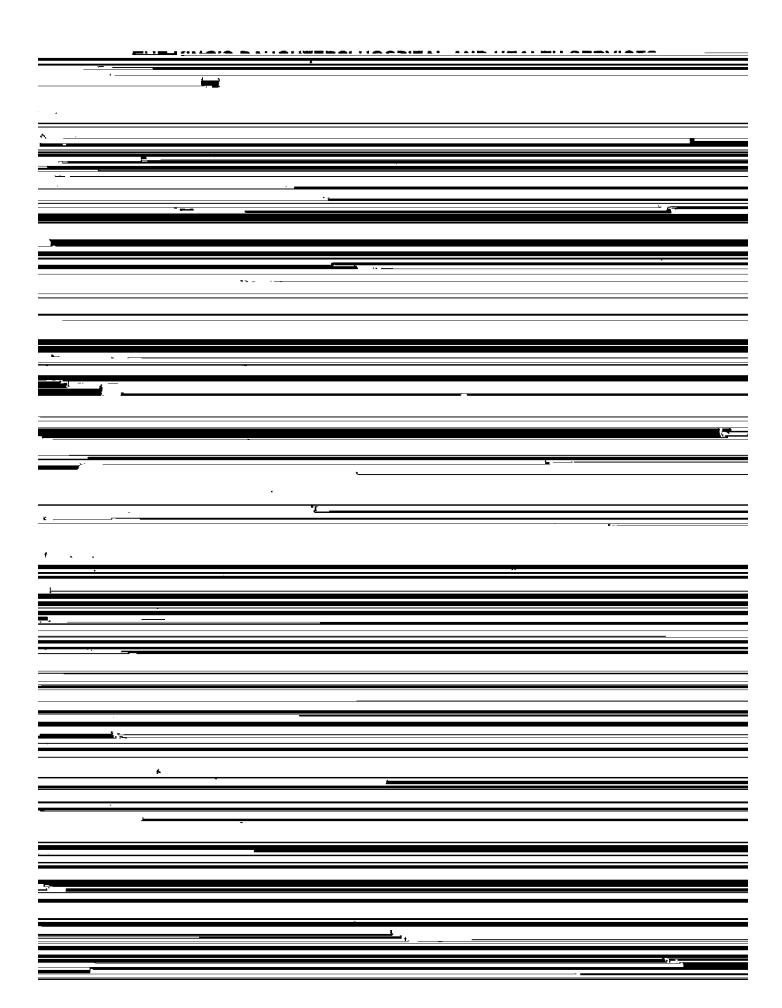




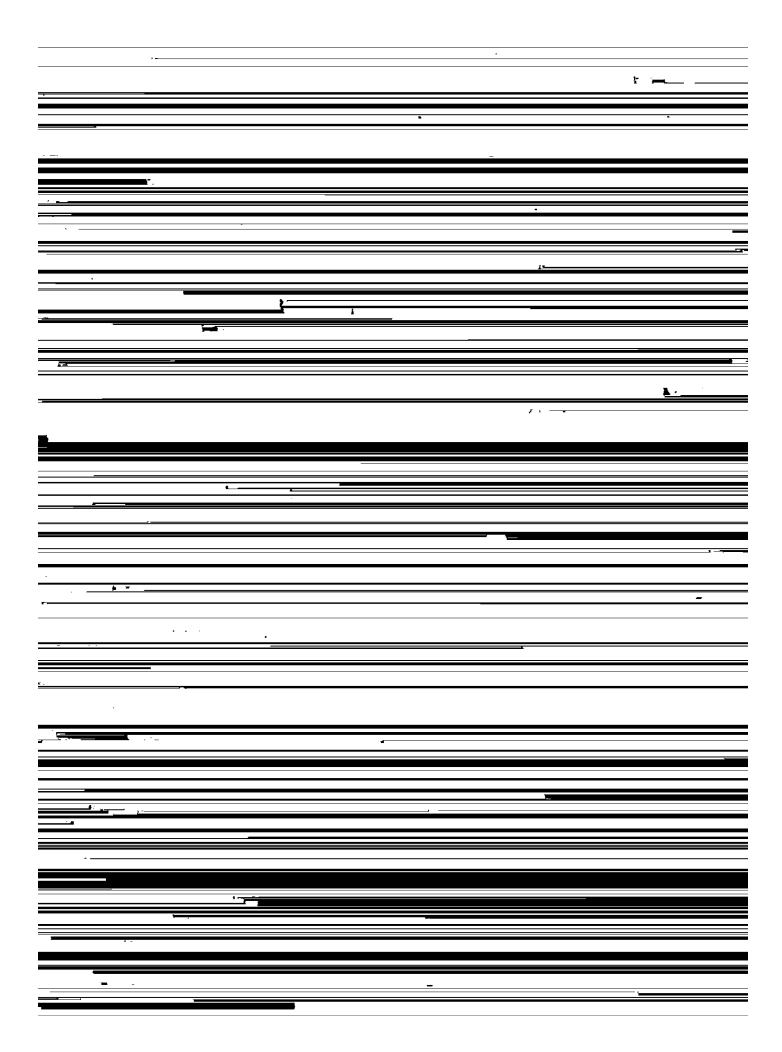




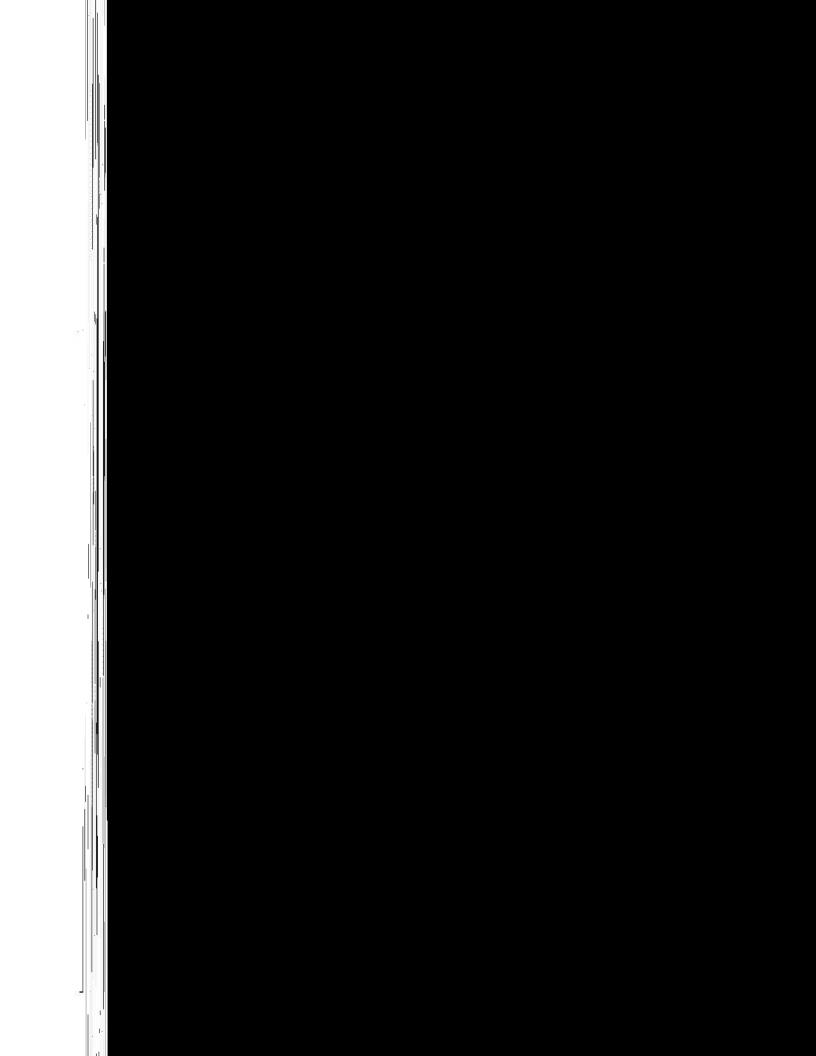




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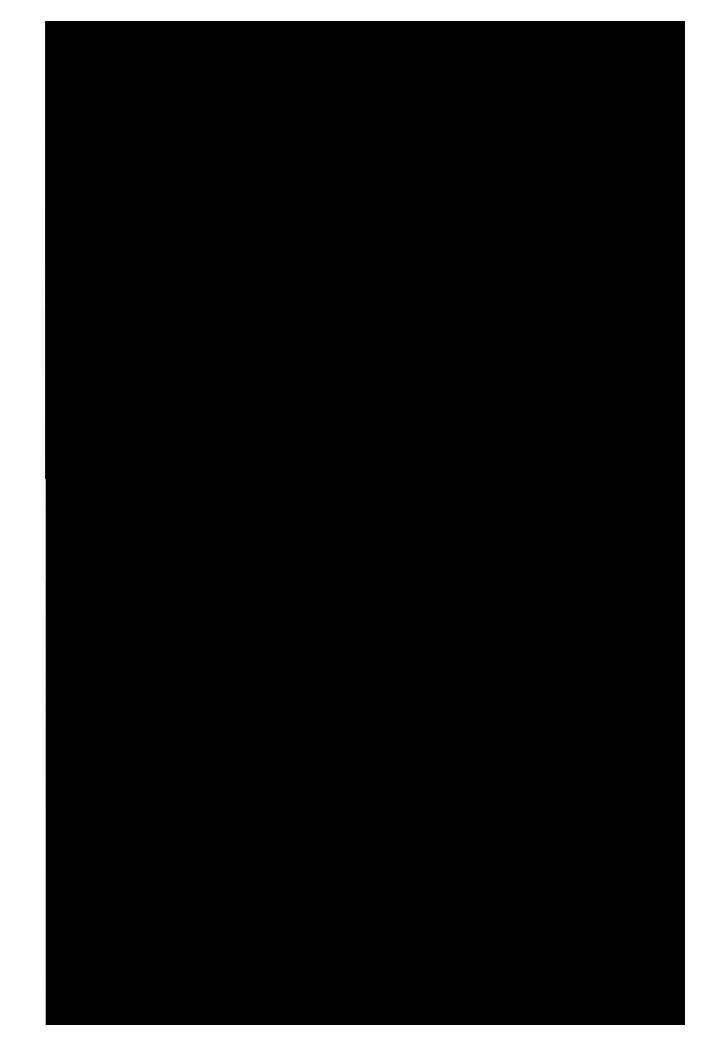
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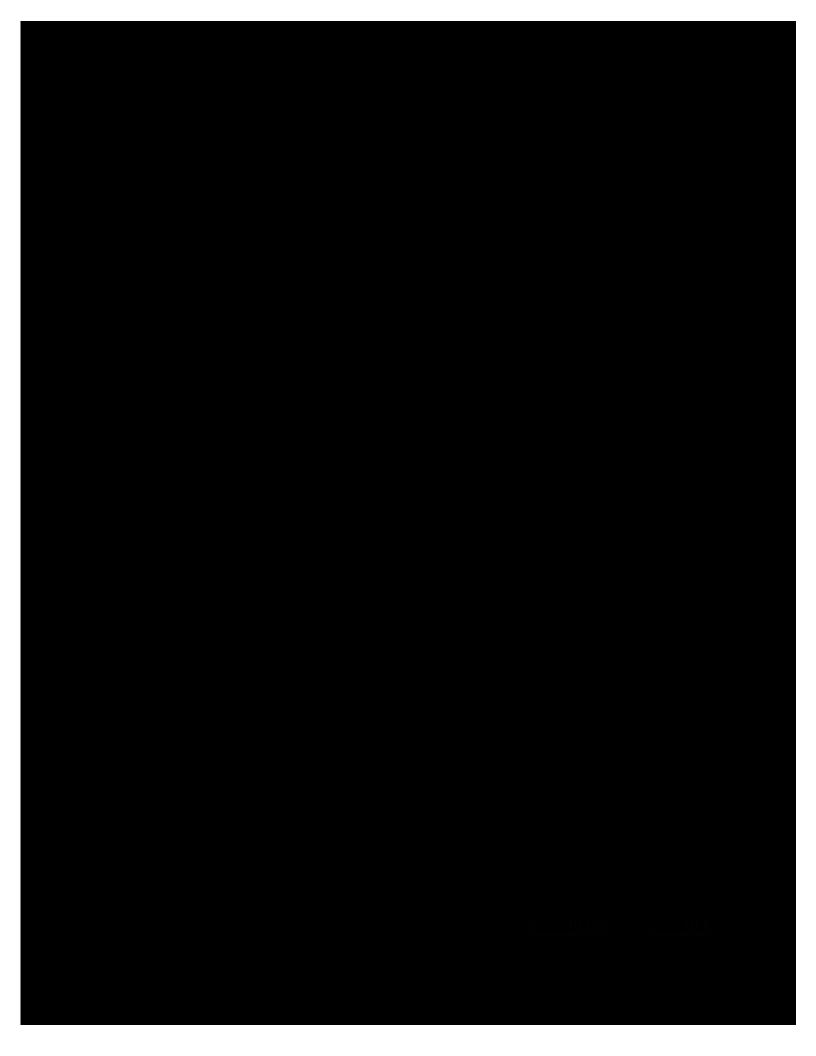


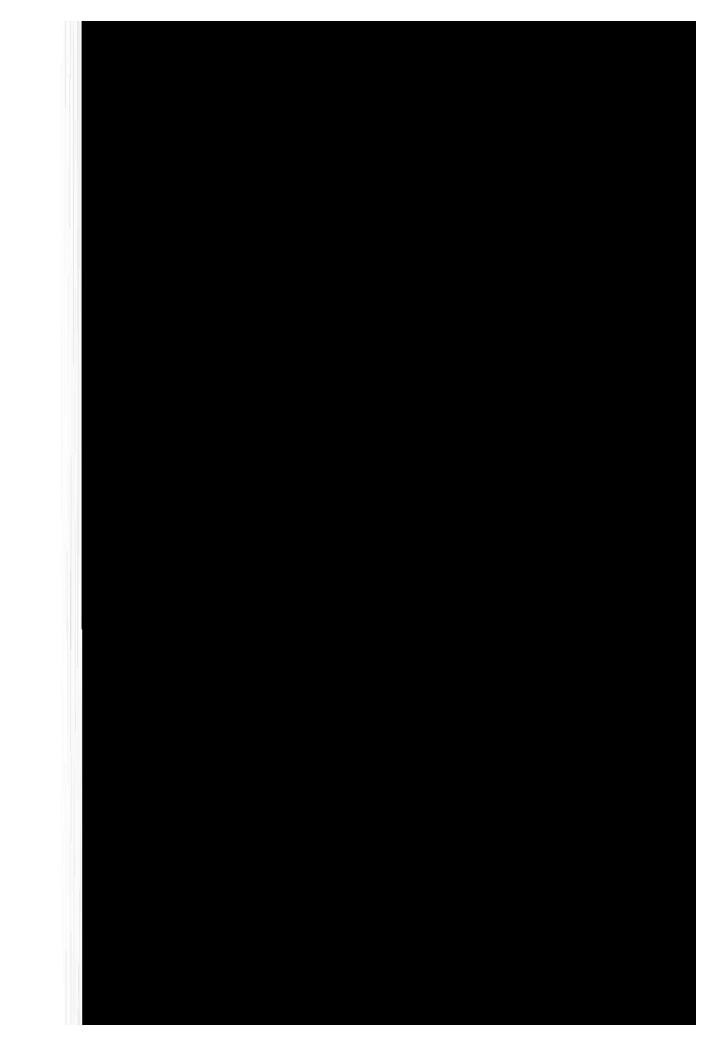


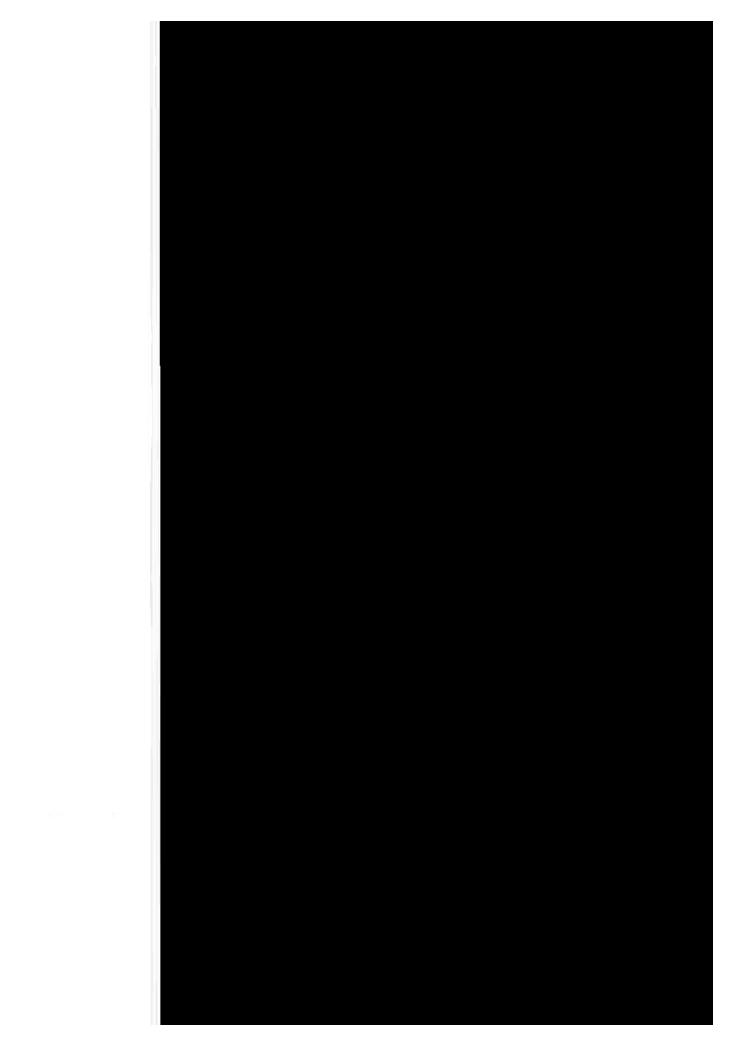
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APPENDIX C

DEFINITIONS OF CERTAIN TERMS

The following	are definitions	of certain	terms used	in the	Master	Indenture,	the Bond	Indenture,
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resolution of the Go	overning Body	of such	corporation	or,	in	the	case	of	any	other	Person,	the	chief
executive or chief fin	nancial officer o	f such ot	ther Person.										

Bond Trustee, or both, as security for payment of the Bonds or performance by the Hospital of its obligations under the Related Notes or the Master Documents.

"Commitment" shall mean a binding commitment, which may include without limitation a letter or line of credit, purchase agreement or insurance commitment which is subject only to commercially reasonable contingencies, by a financial institution generally regarded as responsible, which commitment and institution are not objected to by the Master Trustee, to provide financing sufficient to pay or provide for Balloon Indebtedness or Short-Term Indebtedness at its maturity or upon tender thereof.

"Commitment Indebtedness" shall mean the obligation of any Member to repay amounts disbursed pursuant to a commitment from a financial institution, insurer, surety or similar entity to pay,

"Contractor" shall mean the general contracting fi

future period shall be calculated in accordance with the assumptions contained in the provisions of the Master Indenture summarized under the captions

Indebtedness or obligation of the ability of the Primary Obligor to make payment of the Indebtedness or obligation; or (4) otherwise to assure the owner of such Indebtedness or obligation against loss in respect thereof. Notwithstanding the foregoing, none of the following shall be deemed to constitute a Guaranty: (i) the endorsement in the ordinary course of busines

for hedge accounting treatment under GAAP. The obliga

"Opinion of Independent Counsel" shall mean a

(n) Liens on or in Property given, granted, bequeathed or devised by the owner thereof existing at the time of such gift, grant, bequest or devise, provided that (i) such Liens	

"Trust Moneys" shall mean all moneys received by the Bond Trustee (except for amounts on deposit in the Rebate Fund and the investment income thereon)

- (a) upon the release of property from the lien of the Master Documents, any Collateral Documents or the Bond Indenture; or
 - (b) as elsewhere provided in the Bond Indent

SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE

The Master Indenture contains various covenants, security provisions, terms and conditions, certain of which are summarized below. Reference is made to the Master Indenture for a full and

schedule shall provide for payments of principal and interest for each Fiscal Year that are not less than the amounts required to make any actual payments required to be made in such Fiscal Year by the terms of such Balloon Indebtedness.

(f) Put Indebtedness if the conditions set forth in subparagraph (a) above are met when it is assumed that the Put Indebtedness is Funded Indebtedness that bears interest at the Projected Rate and is amortized on a leve

then the assumed interest rate for the Determination

"SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE – General Covenants - Permitted Additional Indebtedness" above. Short-Term Indebtedness incurred

(c) In case of any such consolidation, merg

provided the Master Trustee with a certificate of an Independent Architect or Independent Consultant or other expert approved by the Master Trustee stating (i) that the property that was damaged is not essential to the Obligated Group's use or occupancy of its Facilities and the damage will not operate to materially reduce the Revenues of the Obligated Group or (ii) that the damaged Facilities have been restored to a condition substantially equivalent to its condition prior to the damage or condemnation. Notwithstanding

(b)

provided, that no such contest shall subject any Related Issuer, any Obligation holder or the Master Trustee to the risk of any liability. While any su

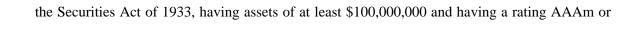
(j) any event of default shall occur under the Mortgage.

If an event of default has occurred and is continuing, the Master Trustee may, and if requested by either the holders of not less than 25% in aggregate principal amount of outstanding Obligations or the holder of any Accelerable Instrument under which Accelerable Instrument an event of default exists (which event of default under such Accelerable Instrument permits the holder thereof to request that the Master Trustee declare such Indebt

Appointment of Successor Master Trustee; Temporary Master Trustee

SUMMARY OF CERTAIN PROVISIONS

If on any Interest Pay	yment Date or Princi	pal Payment Date the	ere shall exist a defi	ciency in the



Amendments and Supplements

The Bond Indenture may be supplemented or amended and the Loan Agreement (and the Series 2010 Note delivered thereunder) may be supplemented

to a default in the payment of principal, p governed by the Master Indenture.	premium, if any,	or interest on the Ser	ries 2010 Note shall be

[Ice Miller Letterhead]

Indiana Finance Authority
The Bank of New York Mellon Trust Company, N.A., as Trustee

INDIANA FINANCE AUTHORITY • HOSPITAL REVENUE B