

SHARP[®]



Carlisle C. Lewis, III, Esq.
Senior Vice President & General Counsel

June 29, 2012

RBS Asset Finance, Inc.
150 Spear Street, Suite 1750
San Francisco, CA 94105

Kutak Rock LLP
The Omaha Building
1650 Farnam Street
Omaha, NE 68102-2186

Re: Co-Generation and Energy Equipment Purchase Agreement

Ladies and Gentlemen:

I have acted as general counsel for Grossmont Hospital Corporation, a nonprofit public benefit corporation (the "Corporation"), in connection with the execution and delivery of the Co-Generation and Energy Equipment Purchase Agreement, dated as of June 29, 2012 (the "Agreement"), by and between Grossmont Healthcare District (the "District"), a California Healthcare District, organized and operating pursuant to California Health & Safety Code Section 32000 et seq., and the Corporation. The Agreement memorializes the terms and conditions in connection with the purchase, installation and sale of a co-generation unit and replacement energy equipment (the "Project") which are being financed and installed by the District in a new central energy plant for use by the Corporation at Sharp Grossmont Hospital (the "Hospital"). The transaction described by these documents shall be referred to as the "Transaction."

In connection with the Transaction, I have examined (i) each of the documents listed on Exhibit A attached hereto (collectively referred to herein as the "Transaction Documents"), (ii) each of the documents listed on Exhibit B attached hereto (collectively referred to herein as the "Organizational Documents"), and (iii) each of the documents listed on Exhibit C attached hereto (collectively referred to herein as the "Tax-Exempt Organization Documents").

All capitalized terms not otherwise defined in this letter shall have the meanings specified in the Transaction Documents.

SHARP ORGANIZATIONS

Sharp HealthCare ■ Sharp Memorial Hospital ■ Grossmont Hospital Corporation ■ Sharp Chula Vista Medical Center
Sharp Coronado Hospital and Healthcare Center ■ Sharp Mesa Vista Hospital ■ Sharp Mary Birch Hospital For Women
Sharp Vista Pacifica Hospital ■ Sharp Rees-Stealy Medical Centers ■ Sharp Health Plan
Sharp HealthCare Foundation ■ Grossmont Hospital Foundation

In addition to the Transaction Documents, I have been furnished with and have examined and relied upon originals or copies, certified or otherwise identified to my satisfaction as being true copies of the documents described in Exhibits A, B and C attached hereto, and such other documents as I have deemed necessary as a basis for the opinions expressed in this letter.

In my examination, I have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as certified or photostatic copies, the authenticity of the originals of such copies and, except as to the officers of the Corporation, the authority of all persons signing documents.

I assume that, to the extent relevant to this opinion, the proceeds to be received by the District pursuant to the Transaction will be used by the District to finance the Project at the Hospital which is owned by the District and leased to and operated by the Corporation pursuant to a Lease Agreement dated May 29, 1991, and amended as of January 3, 2001, between the District and the Corporation (referred to as the "1991 Lease" in the Transaction Documents).

My opinion in Paragraph 1 below as to the good standing of the Corporation is based solely upon certificates of public officials of the State of California.

My opinion in Paragraph 2 below as to the tax-exempt status of the Corporation is based solely upon my review of all of the following:

(i) The current Articles of Incorporation of the Corporation as certified by the California Secretary of State and the current bylaws of the Corporation;

(ii) Internal Revenue Service ("IRS") Publication 78 (online version, most recently updated as of October 5, 2011), Cumulative List of Organizations Described in Section 1790(c) of the Internal Revenue Code of 1986, which identifies the Corporation as being an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and not a "private foundation" as defined in Section 509(a) of the Code, and an IRS letter to the Corporation dated August 23, 2004, confirming the Corporation's tax-exempt status and classification as a public charity; and

(iii) A review of the IRS Form 990 filed by or on behalf of the Corporation for its taxable year ended September 30, 2010.

Whenever my opinion herein with respect to the existence or absence of facts is indicated to be based on my knowledge, it is intended to signify that during the course of my representation as herein described, no information has come to my attention which would give me actual knowledge of the existence or absence of such facts. However, except to the extent expressly set forth herein, I have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to my knowledge of the existence or absence of such facts should be drawn from such statement.

On the basis of the foregoing, I am of the opinion that:

1. The Corporation is a nonprofit public benefit corporation, has been duly organized and is validly existing and in good standing under the laws of the State of California (the "State"). Sharp Healthcare, a California non-profit public benefit corporation, is the sole member of the Corporation under State law.

2. The Corporation is an organization which the Internal Revenue Service has determined to be exempt from federal income taxes as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), or corresponding provisions of prior law, and the Corporation is exempt from federal income taxes under Section 501(a) of the Code, except for unrelated business income subject to taxation under Section 511 of the Code, based solely on the determination letter issued by the Internal Revenue Service, which has not been revoked, modified or limited.

3. All necessary corporate action has been taken by the Corporation to authorize the execution, delivery and performance of the Transaction Documents to which the Corporation is a party.

4. The Corporation has the full corporate right, power and authority to execute, deliver and perform each of its obligations under the Transaction Documents.

5. The Transaction Documents executed by the Corporation have been duly executed and delivered by and constitute the valid and legally binding obligations of the Corporation enforceable against the Corporation in accordance with their respective terms, except (a) as limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, and (b) as limited by general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing, and the possible unavailability of specific performance or injunctive relief, regardless of whether considered in a proceeding in equity or at law.

6. The execution and delivery by the Corporation of the Transaction Documents and the performance by the Corporation of its obligations thereunder do not (a) contravene any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award applicable to the Corporation or by which it is bound, (b) violate or constitute a default under the Corporation's Articles of Incorporation or Bylaws, any provision of any material (which for purposes of this opinion shall be of an amount equal to or in excess of One Million Dollars (\$1,000,000)) mortgage, loan agreement, lease or trust agreement of which I have knowledge and to which the Corporation is a party to or by which the Corporation is bound, or (c) result in or require the creation of any lien, security interest or other charge or encumbrance upon or with respect to any of its properties other than the liens created by the Transaction Documents, or (d) require approval or other action by any governmental authority or agency of the State or the United States of America in connection therewith, except those incidental to the operation of the Hospital.

7. No facts have come to my attention, after reasonable inquiry of the District, which would lead me to conclude (a) that the proceeds of the Lease Agreement, dated as of June 1, 2012 (the "Lease Agreement"), by and between RBS Asset Finance, Inc. and the District in connection with the financing of the Project will be used by or for the benefit of any person other than the Corporation in a manner likely to result in the revocation of the Corporation's federal tax-exempt status or (b) that more than 5%, if any, of the proceeds of the Lease Agreement will be used by the Corporation in any "unrelated trade or business" within the meaning of Section 513(a) of the Code.

8. I have no knowledge of any action, suit, proceeding, inquiry or investigation at law or in equity before or by any judicial or administrative court or agency pending or threatened against the Corporation or its properties which would, if adversely determined, materially and adversely affect the validity, binding nature or enforceability of the Transaction Documents to which the Corporation is a party or the ability of the Corporation to perform its obligations thereunder.

Nothing has come to my attention to lead me to believe that the representations and warranties made by the Corporation in the Transaction Documents and in any other instruments and documents executed by the Corporation in connection therewith are not true and correct in all material aspects on and as of the date hereof. The statement contained in this paragraph shall not constitute or be deemed to be an opinion of law with respect to any of the matters set forth herein.

The opinions set forth above are subject to the following additional qualifications:

Without limiting the other exceptions set forth herein, the opinions expressed herein are limited to reflect the fact that an opinion that an agreement is enforceable means only that some remedy is available under the agreement in question if a party to the agreement does not materially comply with its terms, and does not imply that any particular remedy is available or that every provision in the agreement will be enforced by a court in all circumstances.

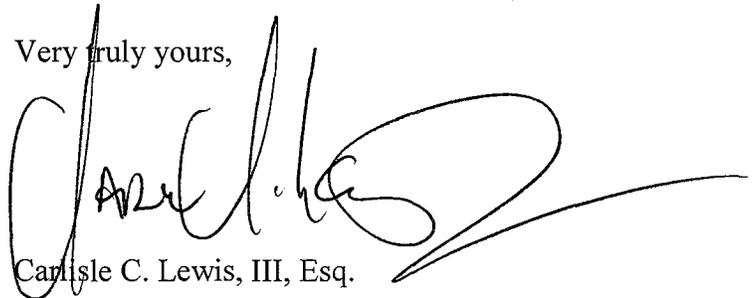
The opinions expressed herein are based on the laws in effect on, and are expressed as of, the date of this letter. I assume no obligation to revise or supplement this letter should such laws be changed in any respect by legislative action, judicial decision or otherwise, and I provide no opinion concerning, and assume no obligation to advise you of any circumstances, future events or developments which may be brought to my attention following the date hereof and which may alter, affect or modify the opinions expressed herein. The opinions set forth in this letter are limited to the matters expressly set forth herein, and I render no opinion which hereafter may be implied or may be inferred beyond the matters expressly so stated.

This opinion deals only with the specific legal issues it explicitly addresses. Accordingly, an express opinion concerning a particular legal issue does not address any other matters. An express opinion includes an implied opinion only if such implied opinion is both essential to the legal conclusion reached by the express opinion and, based upon prevailing norms and expectations among experienced lawyers in California, reasonable in the circumstances.

This opinion letter is rendered solely for your benefit and for the benefit of any permitted Lessor under the Lease Agreement, and is not to be used, circulated, quoted or referred to without my prior written consent. I am a member of the Bar of the State only. I am opining herein as to the effect on the subject transactions only of federal laws and the laws of the State and I assume no responsibility as to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction.

This opinion is rendered as of the date set forth above, and I express no opinion as to circumstances or events that may occur subsequent to said date.

Very truly yours,

A handwritten signature in black ink, appearing to read "Carlisle C. Lewis, III, Esq.", with a long horizontal flourish extending to the right.

Carlisle C. Lewis, III, Esq.

EXHIBIT A

**TO OPINION OF CORPORATION'S COUNSEL
CORPORATION DOCUMENTS**

1. Co-Generation and Energy Equipment Purchase Agreement, dated as of June 29, 2012, by and between Grossmont Healthcare District and Grossmont Hospital Corporation.
2. Acknowledgment and Consent, dated as of June 1, 2012, executed by Grossmont Hospital Corporation.

CO-GENERATION AND ENERGY EQUIPMENT PURCHASE AGREEMENT

This Co-Generation and Energy Equipment Purchase Agreement (“Co-Generation Agreement”) is entered into by and between the Grossmont Healthcare District (“District”), a California Healthcare District, organized and operating pursuant to Health & Safety Code Section 32000 et seq., and Grossmont Hospital Corporation (“Corporation”), a California non-profit public benefit corporation and subsidiary corporation of Sharp HealthCare, a California non-profit public benefit corporation and is effective as of June 29, 2012. This Agreement memorializes the terms and conditions in connection with the purchase, installation and sale of a co-generation unit and replacement energy equipment which are being financed and installed by the District in a new Central Energy Plant (“Plant”) for use at and by Sharp Grossmont Hospital (“Hospital”).

RECITALS

A. The District is the owner of the 536 bed, acute-care Hospital located in La Mesa, California. On May 30, 1991, the District entered into a 30-year Lease Agreement (“1991 Lease”) and Transfer Agreement (“Transfer Agreement”) with the Corporation pursuant to which the Hospital’s real property and improvements were leased to the Corporation and the District’s equipment and other tangible assets were transferred to the Corporation.

B. Since May 30, 1991, the Corporation has been operating the Hospital as an acute-care facility and maintaining the property, plant and equipment at the Hospital. On June 6, 2006, the resident voters of the District passed a \$247 Million General Obligation Bond to be used to pay for the construction of various new improvements and the remodel and repair of certain portions of the Hospital (“Proposition G Improvements”).

C. Part of the Proposition G Improvements being constructed by the District includes the new Plant which will provide the energy and power necessary to run the operations of the Hospital until ultimate build-out. As a component of the new Plant, the District is separately financing a loan (“the Loan”) through a Lease Agreement dated June 1, 2012 (“the Lease Agreement”), with the RBS Asset Finance, Inc. (“RBS”), for the purchase and installation of (i) a new state-of-the-art Co-Generation Unit (“Co-Gen Unit”), (ii) two (2) new 950-ton chillers and related cooling towers, a new 800 hp boiler, a heat recovery steam generator (together the “New Replacement Equipment”), and (iii) the relocation of one (1) existing 950-ton chiller currently owned by the Corporation and located at the Hospital’s existing central energy plant (“Existing Chiller”). The actions and tasks identified in (i), (ii) and (iii) above are hereinafter referred to as the “Project.”

D. The principal amount of the Loan is \$18 Million and shall be payable in 108 monthly installments of principal and interest over a period of nine (9) years. The interest rate is 2.09 % and the monthly installment payments shall be \$182,977.46.

E. Upon completion of construction, the new Plant (excluding the Co-Gen Unit and New Replacement Equipment) shall be transferred to the Corporation as part of the “Leasehold Improvements” as that term is defined in the 1991 Lease. The Corporation shall operate and

maintain the completed Plant including the Co-Gen Unit, the New Replacement Equipment and the Existing Chiller.

F. In accordance with the terms and conditions of this Co-Generation Agreement and in consideration of the District undertaking and completing the Project, the Corporation agrees to pay RBS directly an amount equal to the principal and interest amount the District is obligated to pay on the Loan and in accordance with the installment payment schedule set forth in the Lease Agreement between RBS and the District.

G. Upon payment of all amounts due pursuant to the terms of the Loan, the Co-Gen Unit and New Replacement Equipment shall be transferred to the Corporation as part of the Leasehold Improvements pursuant to the 1991 Lease.

NOW, THEREFORE, on the basis of the foregoing recitals, and in consideration of the mutual promises and obligations of the parties set forth herein, and for other good and valuable consideration, the parties agree as follows:

1. Facility and New Replacement Equipment Description. The District agrees to purchase and install the Co-Gen Unit as part of the "Bid Package 002, Central Energy Plant Improvements," consisting of the *Mercury 50* Gas Turbine Generator Package described in the attached **Exhibit "A"** Solar Inquiry No. SD08 -1025 document dated February 12, 2012, which is incorporated herein by reference. The District further agrees to purchase and install into the Plant the New Replacement Equipment described in the attached **Exhibit "B"** Summary List of New Replacement Equipment, which is also incorporated herein by reference, and to relocate and install into the Plant the Existing Chiller.

2. RBS Financing. The District agrees to enter into a nine (9) year tax-exempt Lease Agreement with RBS for the Loan in the amount of \$18 Million. The proceeds of said Loan shall be used to complete the Project and the Loan shall be fully amortized and payable in 108 monthly installments of \$182,977.46. At the time the Loan is paid off (which shall be on or prior to May 15, 2021), no amounts shall be due to RBS to provide for ownership of the Co-Gen Unit and New Replacement Equipment by the District. The District agrees to make all financing documents with RBS ("Financing Documents") available for review by the Corporation and shall not modify or amend the Financing Documents without the prior written consent of the Corporation.

3. Estimated Purchase and Installation Costs. The District has estimated that the amount of the Loan will not exceed the amount which will be necessary to complete the Project. A copy of the Statement of Probable Costs for the Project, prepared by Cumming and dated June 4, 2010, is attached hereto as **Exhibit "C"** and incorporated herein by reference. All payments by the Corporation and/or District related to the Project will be tracked and documented and available for inspection by the Corporation. In the event there are excess Loan proceeds that have not been expended for the Project, such proceeds shall only be used to reduce the amounts owed under the Loan.

4. Corporation Payment. In consideration for the beneficial use by the Hospital of the Co-Gen Unit and New Replacement Equipment, the Corporation agrees to pay RBS directly, 108 monthly installments in the amount of \$182,977.46 which will enable the District to pay all principal

and interest on the Loan. In the event the District advances any payments to RBS, and the Corporation has received notice of such payments from RBS, the Corporation will make payments directly to the District. All amounts paid by the Corporation to RBS and/or to the District pursuant to this Agreement shall be used to pay principal and interest amounts due pursuant to the Lease Agreement and shall not be used by the District for any other purpose. The Corporation shall not be liable for any "Prepayment Fees" as defined in the Lease Agreement. Upon payment of all amounts due pursuant to the Loan (including any Prepayment Fees paid by the District), the Co-Gen Unit and New Replacement Equipment shall be transferred to the Corporation free and clear of any liens and encumbrances as part of the Leasehold Improvements as defined in the 1991 Lease. All right, title and interest to the monthly installment payments from the Corporation may be assigned by the District to RBS pursuant to the Assignment of Co-Generation Agreement dated June 1, 2012. The Corporation's obligation to make the monthly installments pursuant to this Agreement shall cease upon the payment of all principal and interest due on the Loan.

5. Non-Cancellable Agreement. This Agreement is non-cancellable by the Corporation and the Corporation's obligation to pay payments and otherwise to perform its obligations under or with respect to this Agreement is and shall be absolute and unconditional and shall not be affected by any circumstances whatsoever, including any right of setoff, counterclaim, recoupment, deduction, defense or other right which the Corporation may have against the District or any other person for any other reason whatsoever.

6. Use of Credits, Grants and Sells. As a new, renewable energy facility, it is estimated that the Co-Gen Unit will reduce nitrogen oxide (NOx) emissions by ninety percent (90%) or thirty (30) tons per year. Consequently, the District expects to be eligible for banking NOx emission reduction credits through the San Diego Air Pollution Control District as a result of replacing a higher NOx emitting unit with a more efficient and cleaner unit. The District may also be eligible for a California State Energy Grant and the parties may be able to sell the existing Saturn co-gen unit at the Hospital to a third party. Any excess funds received by the District from NOx emissions credits, the California State Energy Grant, or by the Corporation from the sale of the existing Saturn co-gen unit shall be applied to paying down the Loan with RBS and shall be a credit of amounts due from the Corporation to the District pursuant to this Agreement. Notwithstanding the foregoing, the parties agree to work cooperatively to maximize the use of funds received from credits, grants and the sale of the Saturn co-gen unit to promote the best interests of patient care.

7. Excess Energy. It is anticipated that the Co-Gen Unit will produce more electricity than will be used by the Hospital, which excess energy potentially could be sold to San Diego Gas and Electric ("SDG&E") through a Power Purchase Agreement. Provided it does not violate any state or federal law or regulation, or any Loan covenant, the parties agree to work in good faith to qualify the Co-Gen Unit as a "Qualifying Facility" in accordance with the Public Utility Regulatory Policy Act of 1978 which allows for the sale of excess electricity. In the event the District is able to enter into a Power Purchase Agreement with SDG&E for the sale of excess electricity during the remaining term of the 1991 Lease, all proceeds shall be applied to paying down the loan with RBS and shall be a credit of amounts due from the Corporation to the District pursuant to this Agreement.

8. Lease Extension. In the event the 1991 Lease is extended, and/or a new lease is entered into by and between the District and Corporation, and provided that the Corporation makes all the payments to RBS or the District as required under this Agreement, the parties agree that the

Co-Gen Unit and the New Replacement Equipment will be included in those assets that are transferred to the Corporation under an extended or new lease (including any related transfer agreement) free and clear of any liens or encumbrances and that the extended lease shall not impose upon the Corporation any obligation to make any payments to the District in connection with or related to the Co-Gen Unit or the New Replacement Equipment. Provided however, if allowed by law, the revenues from the sale of excess energy may be subject to negotiation of the parties in an extended or new lease.

9. Operation and Maintenance. During the term of this Agreement, the Corporation shall be responsible for the ongoing operation and maintenance of the Plant, including the Co-Gen Unit, the New Replacement Equipment and the Existing Chiller, and all of the costs associated with such operation and maintenance.

10. Insurance. The Corporation shall procure and maintain, at its sole cost and expense at all times, policies of insurance (or a program of self-insurance) providing coverage in the amounts and types required by the 1991 Lease, insuring against property damages or claims for injuries to persons and/or damages to property which may arise out of or in connection with the operation and maintenance of the Plant, including the Co-Gen Unit, the New Replacement Equipment and the Existing Chiller. The policies of insurance shall remain in effect from and through the termination or expiration date of the 1991 Lease.

11. Indemnification. The Corporation agrees to indemnify, defend, and hold the District, its directors, officers, employees, representatives, successors and assigns (collectively, the "District Indemnitees"), harmless from and against any and all losses, liabilities, claims, causes of action or proceedings in any court or administrative forum, judgments, penalties, costs and expenses of every nature, kind, and description (including reasonable attorney's fees and costs of defense) incurred or suffered by the District Indemnitees, or any of them, by reason of any personal injury (including without limitation, disease or death) of any person or property loss, loss of use, or damage, arising out of or in connection with the negligent act(s) or omissions(s), recklessness, or willful misconduct of the Corporation, its officers, employees, subconsultants, representatives, or agents, on, in, or about the Project site or in the operation of the Plant, including the Co-Gen Unit and New Replacement Equipment. District shall promptly notify the Corporation of its receipt of any claim made against the District by a third party relevant to this section and or this Agreement.

The District agrees to indemnify, defend, and hold the Corporation, its directors, officers, employees, affiliated organizations, representatives, successors and assigns (collectively, the "Corporation Indemnitees"), harmless from and against any and all losses, liabilities, claims, causes of action or proceedings in any court or administrative forum, judgments, penalties, costs and expenses of every nature, kind, and description (including reasonable attorney's fees and costs of defense) incurred or suffered by the Corporation Indemnitees, or any of them, by reason of any personal injury (including without limitation, disease or death) of any person or property loss, loss of use, or damage, arising out of or in connection with the negligent act(s) or omissions(s), recklessness, or willful misconduct of the District, its officers, employees, subconsultants, representatives, or agents, on, in, or about the Project site. Corporation shall promptly notify the District of its receipt of any claim made against the Corporation by a third party relevant to this section and or this Agreement.

12. Default. In the event of a default in performance of the terms and conditions of this Agreement by either party, and provided it does not interfere with the Corporation's obligation to make payments pursuant to Section 5 above, the parties reserve the right to assert any and all remedies against each other (legal and equitable) as allowed by law.

13. Notices. All notices to be given under this Agreement shall be in writing and shall be deemed effective upon receipt when personally served or two (2) days after mailing in the United States mail by certified, return receipt requested, to the following addresses:

To District: Grossmont Healthcare District
Attention: Barry Jantz, CEO
9001 Wakarusa Street
La Mesa, CA 91942

To Corporation: Sharp Grossmont Hospital
Attention: Michele Tarbet, CEO
555 Grossmont Center Drive
La Mesa, CA 91942

With a copy to: Sharp HealthCare
Attention: General Counsel
8695 Spectrum Center Blvd.
San Diego, CA 92123

Either party may change the name and/or address of the recipients of notice on its behalf by providing the other party with written notice of such facts.

14. Disputes. District and Corporation agree that any disputes or claims that may arise under the Agreement shall be resolved by mediation prior to the filing of a lawsuit.

15. Miscellaneous Provisions.

15.1 Law; Venue. This Agreement shall be governed by the laws of the State of California. In the event of any legal or equitable proceeding to enforce or interpret the terms or conditions of this Agreement, the parties agree that venue shall lie only in the federal or state courts in or nearest to the County of San Diego, State of California.

15.2 Modification. This Agreement may not be altered in whole or in part except by a modification, in writing, executed by all the parties to this Agreement.

15.3 Entire Agreement. This Agreement, together with all the schedules attached to this Agreement, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda, or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its schedules.

15.4 Construction Against Drafter. In that each of the parties has had the opportunity to negotiate the terms and conditions of this Agreement and to secure the advice of counsel; this Agreement shall not be construed more strictly against either party as the drafter.

15.5 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective purchasers, successors, heirs, and assigns.

15.6 Unenforceable Provisions. The terms, conditions, and covenants of this Agreement shall be construed whenever possible as consistent with all applicable laws and regulations. To the extent that any provision of this Agreement, as so interpreted, is held to violate any applicable law or regulation, the remaining provisions shall nevertheless be carried into full force and effect and remain enforceable.

15.7 Representation of Capacity to Contract. Each party to this Agreement represents and warrants that he or she has the authority to execute this Agreement on behalf of the entity represented by that individual.

15.8 No Waiver. The failure of either party to enforce any term, covenant, or condition of this Agreement on the date it is to be performed shall not be construed as a waiver of that party's right to enforce this, or any other, term, covenant, or condition of this Agreement at any later date or as a waiver of any term, covenant, or condition of this Agreement.

15.9 Effective Date. The effective date of this Agreement shall be June 29, 2012.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below.

"District":

Dated: June __, 2012

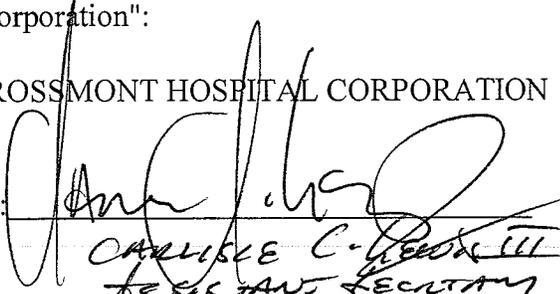
GROSSMONT HEALTHCARE DISTRICT

By: _____

"Corporation":

Dated: June 29, 2012

GROSSMONT HOSPITAL CORPORATION

By: 
CARLISLE C. POWELL III
PRESIDENT & SECRETARY

ACKNOWLEDGMENT AND CONSENT

This Acknowledgment and Consent, dated as of June 1, 2012, is executed by Grossmont Hospital Corporation, a California nonprofit public benefit corporation (“Hospital”), pursuant the Co-Generation and Energy Equipment Co-Generation Agreement dated as of June 29, 2012 (the “Co-Generation Agreement”) between Lessee and Hospital.

Lessee is indebted to RBS Asset Finance, Inc., a New York corporation (“Lessor”), pursuant to the terms of that certain Lease Agreement of even date herewith (the “Lease Agreement”) between Lessee and Lessor. Capitalized terms used herein but not otherwise defined shall have the respective meanings ascribed thereto in the Lease Agreement.

Hospital hereby acknowledges and consents as follows:

1. The Co-Generation Agreement is the only agreement between Hospital and Lessee with respect to the Project as of the date hereof. The Co-Generation Agreement is in full force and effect and is valid and enforceable against Hospital. The current expiration date of the Co-Generation Agreement is not earlier than June 29, 2021.

2. Lessee is not in default under the Co-Generation Agreement and no event has occurred and no condition exists which, with the giving of notice or the lapse of time or both, would constitute a default under the Co-Generation Agreement. Hospital has not received any notice that the Project is in violation of any laws, municipal ordinances, rules or requirements.

3. Hospital hereby consents to (a) the collateral assignment of Lessee’s interest in the Co-Generation Agreement by Lessee to Lessor and (b) Lessee executing the Assignment of Co-Generation Agreement in favor of Lessor (the “Assignment”), encumbering, among other things, Lessee’s interest in the Co-Generation Agreement and the payments thereunder (the “Co-Generation Agreement Payments”). The execution and recordation of the Assignment will not constitute a breach of or default under the Co-Generation Agreement. Hospital does not need to obtain any other consents with respect to Lessee’s execution and delivery of the Assignment.

4. Hospital shall pay any and all Co-Generation Agreement Payments due to Lessee pursuant to the Co-Generation Agreement to Lessor or such nominee as Lessor may designate in a writing delivered to and received by Hospital. Such payments shall be made initially to Lessor as follows:

Clearing Bank:	RBS Citizens, N.A. One Citizens Drive Riverside, RI 02915
ABA No.:	241070417
Account Name:	RBS Asset Finance Customer Payments
Account No.:	450000-149-1
Lessee:	Grossmont Hospital District

5. Hospital shall give notice of any default by Lessee under the Co-Generation Agreement to Lessor so long as Lessor has given written notice of its name and address to Hospital. Such notice is set forth in Section 7 below.

6. Hospital shall not terminate the Co-Generation Agreement, exercise any rights of levy, distress, detainer or distraint or otherwise interfere with Lessor's right to collect Co-Generation Agreement Payments notwithstanding an event of default by Lessee under the Co-Generation Agreement.

7. All notices given hereunder shall be in writing and given by express overnight delivery service or certified mail, return receipt requested, and shall be deemed to have been delivered (a) the next business day, if delivered by express overnight delivery service or (b) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified mail, return receipt requested. Notices shall be provided at the following addresses or such other address or person as Lessor, Hospital or Lessee may from time to time hereafter specify in the manner provided above:

If to Hospital: Grossmont Hospital Corporation
c/o Sharp Grossmont Hospital
Attention: Michele Tarbet, CEO
555 Grossmont Center Drive
La Mesa, CA 91942

If to Lessee: Grossmont Healthcare District
Attention: Barry Jantz, CEO
9001 Wakarusa Street
La Mesa, CA 91942

If to Lessor: RBS Asset Finance, Inc.
Attention: Portfolio Manager
71 South Wacker Drive, 28th Floor
Chicago, IL 60606

8. This Acknowledgement and Consent shall be binding upon and shall inure to the benefit of Hospital, Lessor and Lessee and their respective successors and assigns. Lessor shall have the right to assign its right, title and interest in the Assignment and this Acknowledgement and Consent to any third party, and, upon such assignment, any reference to Lessor hereunder shall mean and refer to such assignee.

9. Upon the occurrence of a casualty or condemnation, the portion of the insurance proceeds or condemnation award allocable to the Project shall be paid in accordance with the Lease Agreement.

10. Within 20 days after a request by Lessor, Hospital shall provide Lessor with a signed statement indicating whether or not any defaults exist under the Co-Generation Agreement and such other matters concerning the Project and the Co-Generation Agreement as Lessor may reasonably request.

11. Lessor is relying on this Acknowledgement and Consent in connection with the Lease Agreement.

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IN WITNESS WHEREOF, the undersigned has executed this Acknowledgement and Consent as of the date first noted above.

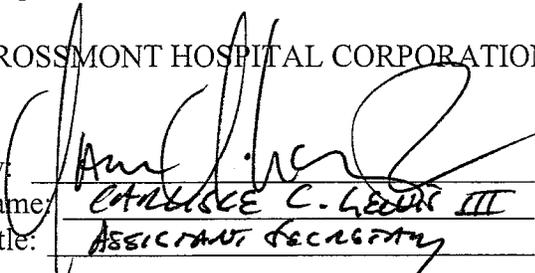
Hospital:

GROSSMONT HOSPITAL CORPORATION

By:

Name:

Title:


CHARLES C. LEWIS III

ASSISTANT SECRETARY

[EXECUTION PAGE OF ACKNOWLEDGEMENT AND CONSENT]

EXHIBIT B

TO OPINION OF CORPORATION'S COUNSEL ORGANIZATIONAL DOCUMENTS

The "**Organizational Documents**" consist of the following documents:

1. Articles of Incorporation of Grossmont Hospital Corporation, as amended;
2. Bylaws of Grossmont Hospital Corporation, a California nonprofit public benefit corporation, as amended;
3. Resolution of the Corporation adopted June 19, 2012;
4. Certificate of Status Domestic Corporation, dated June 22, 2012, issued by the Office of the California Secretary of State;

PRAI

1679188

FILED
In the office of the Secretary of State
of the State of California

ARTICLES OF INCORPORATION
OF
GROSSMONT HOSPITAL CORPORATION

JAN 2 1991
March Fong Eu
MARCH FONG EU, Secretary of State

FIRST: The name of this corporation is: GROSSMONT HOSPITAL CORPORATION.

SECOND: (a) This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for charitable purposes.

(b) The specific purposes of this corporation are:

(1) To establish, maintain, conduct, and operate a hospital or hospitals and related, associated and complementary facilities and services, such as, but not limited to, skilled nursing, extended care, outpatient care, home care, and other health care programs, activities, services and facilities;

(2) To carry on any educational activities related to rendering care to the sick and injured, or to the promotion of health;

(3) To promote and carry on scientific research related to care of the sick and injured, or to the promotion of health;

(4) To participate in any activity designed and carried on to promote the general health of the community;

(5) To operate and maintain this corporation and its assets for the benefit of the communities served by Grossmont Hospital District, a political subdivision of the State of California, organized and existing pursuant to Local Hospital District Law (Division 23 of the California Health & Safety Code), and which is located in San Diego County, California; and

(6) Generally to do anything and everything necessary, expedient or incidental to the foregoing.

THIRD: (a) This corporation is organized and operated exclusively for charitable, scientific, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provisions of any future United States internal revenue law.

(b) Notwithstanding any other provision of these Articles, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purpose of this corporation, and this corporation shall not carry on any other activities not permitted to be carried on: (1) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law; or (2) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States internal revenue law.

(c) No substantial part of the activities of this corporation shall consist of lobbying or propaganda, or otherwise attempting to influence legislation, except as provided in Section 501(h) of the Internal Revenue Code of 1986, and this corporation shall not participate in or intervene in (including publishing or distributing statements) any political campaign on behalf of or in opposition to any candidate for public office except as provided in Section 501(h) of the Internal Revenue Code of 1986.

FOURTH: The name and address in California of the corporation's initial agent for service of process are:

Peter K. Ellsworth
3131 Berger Avenue
San Diego, CA 92123

FIFTH: (a) All of the properties, monies and assets of this corporation are irrevocably dedicated to charitable purposes set forth in Article SECOND above. No part of the net earnings of this corporation shall inure to the benefit of any of its directors, trustees, officers or members, or to any private individuals.

(b) In the event that this corporation is wound up and dissolved, after paying or adequately providing for the debts, obligations, and liabilities of this corporation, including this corporation's allocable share of the debt of any obligated group of which this corporation is a member, the remaining assets of this corporation shall be distributed to a nonprofit corporation, foundation, or fund which is organized and operated exclusively for charitable purposes and which has established and maintained its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States internal revenue law, and which is qualified for exemption from taxation under Section 23701d of the California Revenue and Taxation Code, or the corresponding section of any future California revenue and tax law, to be held in irrevocable trust for the purposes set forth in Article SECOND, or for other health related purposes for the benefit of the communities served by

Grossmont Hospital District. Such nonprofit corporation shall be the San Diego Hospital Association, a California nonprofit public benefit corporation, if it qualifies as a distributee pursuant to the foregoing provisions of this Article. Otherwise, a qualified distributee shall be selected and designated by the Board of Directors of this corporation.

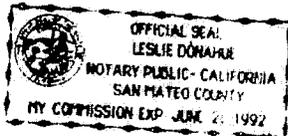
Jordan W. Clements
JORDAN W. CLEMENTS, Incorporator

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN MATEO)

On this 21st day of December, 1990, before me, the undersigned, a Notary Public in and for the State of California with my principal office in the County of San Mateo, personally appeared JORDAN W. CLEMENTS, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal hereto as of the date first hereinabove written.

Leslie Donahue
Notary Public
State of California



GROSSMONT HOSPITAL FOUNDATION

Post Office Box 158
La Mesa, California 92014-0158
(619) 668-4200

January 4, 1991

Paul J. Sipe
Chairman
Bill M. Sutherland
Vice-Chairman
Patricia DeMarce
Secretary
Gary Clasen
Chief Financial Officer
James P. DeLauro, Ph.D.
Executive Director

Secretary of State
State of California
1230 J. Street
Sacramento, California 95814

John Adams
Robert G. Baker
Rose Cady
Patricia Chula
Toni Daley
Kay Drew
William V. Ehlen
Gladden V. Elliott, M.D.
Michael H. Erbe
Paul W. Forelem
Henrietta Harelson
Teresa Henkel
William Herrick, M.D.
Carol Hobbs
George Huzar
Curtis Kelly
Fred J. Klicka
Leroy W. Krutson
Hardy G. Kuykendall
Joseph Leonard, M.D.
Rosemary Logan
Charlotte McCarthy
William A. Renert, M.D.
Joseph W. Rosa
Grace Smith
Charles H. White, Ph.D.

Dear Madam:

Re: Grossmont Hospital Corporation

Grossmont Hospital Foundation, an existing California nonprofit public benefit corporation, hereby consents to the filing of the Grossmont Hospital Corporation Articles of Incorporation, a copy of which is enclosed with this letter, and to the use of the name "Grossmont Hospital Corporation" by the new corporation. If you have any questions regarding this consent, please call the undersigned at (619) 668-4200 or Grossmont Hospital Foundation's attorney, John Whitney, at (619) 557-7618.

Thank you for your assistance.

Very truly yours,

GROSSMONT HOSPITAL FOUNDATION

By James P. DeLauro, Ph.D.

Its Executive Director

Health.
Brought
to you by
Grossmont
Hospital.

1679188

A409156

FILED *MSE*

In the office of the Secretary of State
of the State of California

OCT 3 1991

**CERTIFICATE OF AMENDMENT
OF ARTICLES OF INCORPORATION
OF GROSSMONT HOSPITAL CORPORATION,
A California Nonprofit Public Benefit Corporation**

March Fong Eu
MARCH FONG EU, Secretary of State

Peter K. Ellsworth and Michael H. Erne certify that:

1. They are the duly elected and acting President and Assistant Secretary, respectively, of Grossmont Hospital Corporation.

2. The Articles of Incorporation of Grossmont Hospital Corporation shall be amended by revising Section (b) of Article FIFTH to read as follows:

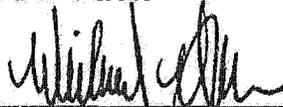
In the event that this corporation is wound up and dissolved, after paying or adequately providing for the debts, obligations, and liabilities of this corporation, including this corporation's allocable share of the debt of any obligated group of which this corporation is a member, the remaining assets of this corporation shall be distributed to Grossmont Hospital District, a political subdivision of the State of California, organized and existing pursuant to the Local Hospital District Law (Division 23 of the California Health & Safety Code), and which is located in San Diego County, California. In the event that Grossmont Hospital District no longer exists, the remaining assets of this corporation shall be distributed to a nonprofit corporation, foundation, or fund which is organized and operated exclusively for charitable purposes and which has established and maintained its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, or the corresponding provision of any future United States internal revenue law, and which is qualified for exemption from taxation under Section 23701d of the California Revenue and Taxation Code, or the corresponding section of any future California revenue and tax law, to be held in irrevocable trust for the benefit of the citizens of the communities formerly within the boundaries of Grossmont Hospital District. Such nonprofit corporation shall be the San Diego Hospital Association, a California nonprofit public benefit corporation, if it qualifies as a distributee pursuant to the foregoing provisions of this Article. Otherwise, a qualified distributee shall be selected and designated by the Board of Directors of this corporation.

3. The foregoing amendment has been approved by the Board of Directors of Grossmont Hospital Corporation.

4. The amendment has been approved by the required vote of the sole member of Grossmont Hospital Corporation.



Peter K. Ellsworth,
President



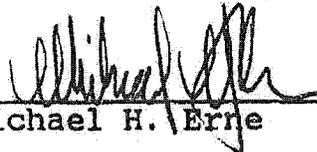
Michael H. Erne,
Assistant Secretary

VERIFICATION

Each of the undersigned declares, under penalty of perjury, that the statements contained in the foregoing Certificate are true and correct of his own knowledge, and that this declaration was executed on the 27th day of August, 1991, at San Diego County, California.



Peter K. Ellsworth



Michael H. Erne



I hereby certify that the foregoing transcript of 10 page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

JUN 22 2012

A handwritten signature in cursive script, likely belonging to Debra Bowen.

Date: _____

Debra Bowen
DEBRA BOWEN, Secretary of State

AMENDED AND RESTATED
BYLAWS OF
GROSSMONT HOSPITAL CORPORATION
A California Nonprofit Public Benefit Corporation

ARTICLE I

NAME

The name of this corporation shall be Grossmont Hospital Corporation, a California nonprofit public benefit corporation. The purpose of the corporation shall be to further the roles and purposes contained in the corporation's Articles of Incorporation, and further, to promote and oversee the quality of care rendered in the hospital; to act as the governing authority in matters of medical staff relations, clinical issues, credentialing, physician discipline; to promote compliance with applicable laws and regulations and Joint Commission on Accreditation of Healthcare Organizations requirements; and to establish policies to support those purposes.

ARTICLE II

PRINCIPAL OFFICE

The principal office for the transaction of the business of the corporation shall be located at Grossmont Hospital, 5555 Grossmont Center Drive, La Mesa, California.

ARTICLE III

SEAL

The corporation shall have a seal bearing the inscription "Grossmont Hospital Corporation, a California nonprofit public benefit corporation, Incorporated January 2, 1991".

ARTICLE IV

MEMBERSHIP

1. Sole Member.

a. The sole member of the corporation is Sharp HealthCare, a California nonprofit public benefit corporation (hereinafter "Sharp").

b. Sharp shall exercise its voting rights as the sole member of the corporation through Sharp's Board of Directors (hereinafter the "Sharp Board"). These voting rights shall include the right to vote (i) for the election of directors of the corporation, (ii) on a disposition of substantially all of the assets of the corporation, (iii) on a merger of the corporation, and (iv) on a dissolution of the corporation. Additionally, Sharp through the Sharp Board shall have all of the rights afforded members under the California Nonprofit Corporation Law. Nothing provided herein, however, shall constitute any members of Sharp as members of this corporation.

c. *The corporation shall not have the power to issue any other memberships.**

2. Meetings of the sole Member of Grossmont Hospital Corporation.

a. The annual meeting of the sole member of Grossmont Hospital Corporation shall be held at a time and place within San Diego County to be determined from time to time by the sole member. Special meetings of the sole member may be held at the call of the sole member, the Board of Directors of this corporation, or the President of this corporation.

b. Notice of annual meetings or special meetings of the sole member shall be given by mail to the sole member. Such written notice shall be mailed not less than ten (10) days in advance of the date of the meeting, and in the case of a special meeting shall state the purpose for which it is called. The notice of any meeting at which directors are to be elected shall include the names of all those persons who are nominees at the time the notice was given. Notwithstanding the foregoing, the sole member may waive notice, consent to the holding or approve the minutes of any annual or special member meeting in accordance with Section 5511(e) of the California Nonprofit Corporation Law.

3. Quorum. A quorum of the Sharp Board shall constitute a quorum at any member meeting of this corporation. If a quorum is present, the affirmative vote of the majority of those present at the meeting, entitled to vote and voting on any matter shall be the act of the member, unless the vote of a greater number is required by law, by the Articles, or by these Bylaws, except that those present at a duly called or held member meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough persons to leave less than a quorum, if any action taken (other than adjournment) is approved by at least a majority of those persons required to constitute a quorum.

4. Transfer of Membership. Membership may be transferred to another person or corporation meeting the qualifications of the transferring member as authorized by the Board of Directors of the transferring member.

* All italicized provisions can only be changed with the approval of the Grossmont Healthcare District.

5. Distributions to Member. This corporation shall not make any contributions or donations to the member, and shall not make any distributions of any gains, profits or dividends to the member. The foregoing shall not prohibit this corporation from making payments to the member for repayment of indebtedness or services rendered or other payments made in the ordinary course of business. This corporation shall not make any other contributions or donations to any other person or entity unless they are primarily for the benefit of this corporation, Grossmont Healthcare District (hereinafter, the "District"), or the communities served by the District.*

ARTICLE V BOARD OF DIRECTORS

1. Powers of the Board.

a. The governing board of the corporation shall be known as the Board of Directors. The administrative powers of the corporation shall be vested in the Board of Directors, which shall have charge, control and management of the property, assets and funds of the corporation; shall fill vacancies among members of the Board of Directors for unexpired terms as provided in Section 4 of this Article V; and shall have the power and authority to do and perform all acts and functions not inconsistent with these Bylaws or with the Articles of Incorporation of this corporation.

b. Capital Expenditure Approvals. Any non-budgeted capital projects relating to Grossmont Hospital (hereinafter, the "Hospital") in excess of Four Hundred Thousand Dollars (\$400,000) and any budgeted capital projects related to the Hospital in excess of Seven Hundred Fifty Thousand Dollars (\$750,000) shall be subject to the approval of the sole member. Any capital projects relating to the Hospital in excess of Ten Million Dollars (\$10,000,000) shall only be approved at a meeting of the Board of Directors by a two-thirds majority vote of the Board of Directors (as defined in Article V, Section 2b herein) in which at least two (2) District Approved Directors approve of the project(s), which project(s) shall also be subject to the approval of the sole member.*

c. Abandonment/Surrender of Lease. A majority vote of the Board of Directors in which at least a majority of the District Approved Directors approve of the action, shall be required before this corporation may abandon, surrender or otherwise terminate the Lease between this corporation and the District dated May 29, 1991, under which this corporation leases the Hospital (the "Lease"), prior to the scheduled termination date of the Lease.*

* All italicized provisions can only be changed with the approval of the Grossmont Healthcare District.

* All italicized provisions can only be changed with the approval of the Grossmont Healthcare District.

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2. Election of the Board of Directors.

a. The number of directors shall be fifteen (15). Elected members of the Board of Directors shall be elected at the annual meeting of the sole member and shall hold office until their successors are elected and qualified or their term expires, subject to death, resignation or removal as provided in these bylaws. The President of Sharp and the Chief Executive Officer of the corporation shall be ex-officio voting members of the Board of Directors of this corporation. *One (1) member of the Board of Directors shall be a member of the Hospital's Medical Staff designated by the Hospital's Medical Executive Committee. The Immediate Past-Chief of the Medical Staff shall be an ex-officio voting member of the Board of Directors.**

*(i) Five (5) of the directors shall be designated by the District (the "District Approved Directors") and shall either be elected members of the District Board of Directors or registered voters in the District. District Approved Directors that are not also elected members of the District Board of Directors shall be subject to the approval of the sole member, which approval shall not be unreasonably withheld.**

*(ii) Five (5) of the other directors, excluding the ex-officio members and the member designated by the Hospital's Medical Executive Committee, shall be registered voters in the District.**

b. The terms of the elected directors shall be three (3) years each; except that the terms of some of the members of the Board of Directors shall be shortened so that the terms are staggered and the terms of no more than five (5) directors elected by the sole member expire in any one (1) year. Nothing herein shall prohibit the reelection of a director for additional or successive terms of office; provided, however, that no director, other than ex-officio directors, District Approved Directors who are also elected members of the District Board of Directors, and the Chair of the Board of Directors (as provided for in the following sentence) shall serve more than nine (9) consecutive years on the Board of Directors. A board member who has served nine (9) consecutive years may continue to serve on the Board of Directors for so long as he/she is also elected to be Chair of the Board of Directors. A director who has served the maximum number of consecutive years may be re-elected to the Board of Directors one year or more after his or her prior term expired. During such period in which the former director is not serving, he or she may serve on committees or in other capacities and such service shall not prohibit such person from being re-elected to the Board of Directors one year after his or her prior term as a director expired.

* All italicized provisions can only be changed with the approval of the Grossmont Healthcare District.

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c. At each annual member meeting, a number of directors shall be elected by the sole member equal to the number of directors whose terms shall have expired at the time of such meeting.

3. Restriction on Interested Parties. Not more than forty-nine percent (49%) of the persons serving on the Board of Directors at any time may be interested persons as that term is defined in Section 5227 of the California Nonprofit Corporation Law.

4. Vacancies on the Board of Directors. All vacancies on the Board of Directors, excluding the ex-officio members, the member designated by the Hospital's Medical Executive Committee and the District Approved Directors, may be filled by a majority of the remaining directors then in office, whether or not less than a quorum, with the approval of the sole member. No director's resignation will be effective if, as a result of such resignation, the Board of Directors would be left without a duly elected director or directors in charge of corporate affairs. No reduction of the authorized number of directors shall have the effect of removing any director before that director's term of office expires. Each director so appointed to fill a vacancy shall hold office thereafter for the remainder of the unexpired term of his predecessor and until the election and qualification of his successor.

5. Indemnification of Directors and Officers. The corporation shall indemnify all of its officers, directors and other agents against all liabilities and costs of defense incurred by such person in the exercise of his or her duties with respect to this corporation except in those cases where such indemnification cannot be provided under Section 5238 of the California Nonprofit Corporation Law.

ARTICLE VI

MEETINGS OF THE BOARD OF DIRECTORS

1. Annual Meeting. At the first meeting following the annual meeting of the sole member, the Board of Directors shall elect officers and shall transact such other business as may be necessary or appropriate.

2. Regular Meetings. Regular meetings of the Board of Directors shall be held without call at such times as the Board of Directors may from time to time specify by resolution. No notice need be given of any regular meeting of the Board of Directors.

3. Special Meetings. Special meetings of the Board of Directors may be called by the President of the corporation and shall also be called within fourteen (14) days of the receipt by the President of a written request signed by any two (2) members of the Board of Directors. Written notice of special meetings shall be mailed to each member of the Board of Directors at least five (5) days before the date of

such special meeting. This notice shall state the business for the transaction of which the special meeting has been called.

4. Adjourned Meetings. A quorum of the directors may adjourn any board meeting to meet again at a stated day and hour; provided, that in the absence of a quorum, a majority of the directors present at any board meeting, either regular or special, may adjourn from time to time, until the time fixed for the next regular meeting of the Board of Directors. If the meeting is adjourned for more than twenty-four (24) hours, notice of adjournment must be given prior to the time of the adjourned meeting to directors who were not present at the time of adjournment. If the meeting is adjourned for no more than twenty-four (24) hours, no notice of the time or place or purpose of holding an adjourned meeting need be given to any absent director if the time and place is fixed at the adjourned meeting.

5. Quorum. A majority of the authorized number of directors then holding office shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as otherwise provided in the Bylaws. If a quorum is otherwise present at a meeting, directors not attending may participate by telephone.

6. Attendance. Members of the Board of Directors shall strive to attend all meetings of the Board of Directors. Illness and absence from the city shall be regarded as valid excuses when the President or his designee shall have been notified in advance. The Board of Directors may consider other excuses at its discretion. The Chief of Staff and the Chief of Staff-elect of the Hospital's Medical Staff shall be invited to attend all open meetings of the Board of Directors, and as appropriate, closed meetings of the Board of Directors.

7. Place of Meeting. Meetings of the Board of Directors shall be held at such place within San Diego County as may be designated in the notice of meeting or as may, from time to time, be set by resolution of the Board of Directors.

8. Consent to Meetings. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though it had been a meeting duly held after regular call and notice, if a quorum is present and if, either before or after the meeting, each of the directors not present signs a written waiver of notice or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

9. Removal. *Directors of this corporation may be removed in accordance with the provisions of Sections 5221, 5222, and 5223 of the California Nonprofit Corporation Law; provided, however, District Approved Directors may not be removed under Section 5222 without the written consent of the District Board of Directors, and the ex-officio Director and Director designated by the Hospital's Medical Executive Committee may not be removed under Section 5222 without the written consent of the Hospital's Medical Executive Committee.**

10. Action Without A Meeting. Any action required or permitted to be taken by the Board of Directors under the provisions of the California Corporations Code, the Articles of Incorporation, or these Bylaws may be taken without a meeting, if all members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as unanimous vote of such directors. A certificate or other document filed on behalf of the corporation relating to any action taken by the Board of Directors without a meeting shall state that the action was taken by unanimous written consent of the Board of Directors without a meeting and that the bylaws of this corporation authorized its directors to so act.

11. Open and Closed Meetings. Although this corporation is not subject to any open or public meeting requirements by law or otherwise, any regular or special meeting of the Board of Directors shall be open to the public during the conduct of all business except for the Board of Directors' consideration of any of the following matters:

a. Matters which pursuant to the Ralph M. Brown Act (California Government Code Sections 54950, et seq.), the Local Hospital District Law (Div. 23 of the California Health & Safety Code), or applicable case law may be conducted in closed session.

b. Any Agreements, contracts, business and marketing strategies, financial information, quality information, and any other competitive and strategic information, disclosure or discussion of which in an open and public meeting would in the opinion of the Board of Directors harm or potentially harm the corporation's ability to compete successfully.

At the conclusion of the open and public portion of each regular or special meeting, the meeting shall be closed to the public and the Board of Directors shall meet in closed session to discuss matters covered under subparagraphs (a) or (b) of this Section.

* All italicized provisions can only be changed with the approval of the Grossmont Healthcare District.

ARTICLE VII

OFFICERS

1. Designation, Qualification, Selection and Terms of Office. The officers of the corporation shall be a Chair of the Board, a Vice-Chair, a President, a Chief Executive Officer, a Secretary, a Treasurer, and such other officers as shall be appointed in accordance with the provisions of Section 2 of this Article VII. The Chair, Vice-Chair, Secretary, and Treasurer shall be elected by the Board of Directors from its membership at its annual meeting, and each shall hold and continue in office until he/she shall resign or shall be removed or otherwise become disqualified to serve, or until his/her successor shall be elected. The other officers shall be selected as provided herein.

2. Other Officers. The Board of Directors may, in its discretion, appoint one or more vice presidents, assistant secretaries, one or more assistant treasurers and such other officers, agents, and employees as it may deem necessary or advisable, each of whom shall hold office for the period, have such powers and authority, and shall perform such duties as are or may be conferred or prescribed by these bylaws, or as the Board of Directors may from time to time direct or determine. The Board of Directors may delegate to any officer the power to appoint and to prescribe the authority and duties of any officer, agent or employee. Any assistant secretary or assistant treasurer may exercise any of the powers of the secretary or the treasurer, respectively.

3. Removal and Resignation. Any officer, other than the President and the Chief Executive Officer, may be removed, either with or without cause, by a majority of the directors at the time in office, at any regular or special meeting of the Board of Directors, or except in case of an officer chosen by the Board of Directors, by an officer upon whom such power of removal shall have been conferred by a majority of the directors acting at a regular or special meeting thereof.

Any officer may resign at any time by giving written notice to the Board of Directors or to the President of the corporation. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4. Vacancies. A vacancy in any office because of death, resignation, removal, or any other cause shall be filled in the manner provided in these bylaws for regular appointments to such office, except that if such vacancy occurs in the office of the Chair, Vice-Chair, President, Secretary or Treasurer, the successor may be chosen at any regular or special meeting of the Board of Directors.

5. Chair of the Board. The Chair shall preside at all meetings of the Board of Directors. He/she shall be an ex-officio member of all standing committees, and shall have the general powers and duties usually vested in the office of the chair of a board of directors, and shall have such other powers and duties as may be prescribed by the Board of Directors or the bylaws.

6. President. The President of Sharp shall be the President of this corporation and shall have, subject only to the policy control of the Board of Directors, full responsibility for supervision, direction and control of the business and affairs of the corporation and all of its employees. He/she shall be the Board of Directors' direct executive representative in the management of the corporation. The President has the general power and duty of management usually vested in the office of president and such other powers and duties as may be conferred on him/her by the Board of Directors from time to time. The President shall be authorized to participate in the deliberations of all committees. The President may delegate operational management of the institution to a Chief Executive Officer and others appropriate to carry out the portions of his responsibilities he chooses to assign to them.

7. Chief Executive Officer.

a. *The Chief Executive Officer of this corporation shall be chosen by the President and shall serve at the pleasure of the President, subject to the rights, if any, of the Chief Executive Officer under any contract of employment. The salary and benefits of the Chief Executive Officer shall be established by the President from time to time, subject to the rights, if any, of the Chief Executive Officer under any contract of employment. The President shall utilize a special committee to assist in the selection of any new Chief Executive Officer. This special committee shall be appointed by the Chair of the Board of Directors and shall consist of four(4) board members, two (2) of whom shall be District Approved Directors and one (1) of whom shall be a member of the Hospital's Medical Staff. The purpose of this special committee shall be to review the candidates presented to the committee by the President and advise the President regarding the employment of any of such candidates. Additionally, at least two (2) District Approved Directors shall have input into the annual review of the Chief Executive Officer.**

b. The President shall not terminate the Chief Executive Officer without previously consulting with the Board of Directors.

c. The Chief Executive Officer shall have such duties as are delegated to him/her by the President and shall have the general power and duty of management usually vested in the office of the Chief Executive Officer, subject to the President's supervision and control, and such other powers and duties as may be conferred on him/her by the President from time to time. The Chief Executive Officer shall be qualified for his/her responsibilities through education and experience.

* All italicized provisions can only be changed with the approval of the Grossmont Healthcare District.

8. Vice-Chair. In the absence of the Chair, the Vice-Chair shall perform all the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. The Vice-Chair shall have such other powers and perform such other duties as from time to time may be prescribed for him/her by the Board of Directors or the Bylaws.

9. Secretary. The Secretary shall keep, or cause to be kept, a book of the minutes, at the principal office of the corporation or such other place as the Board of Directors may order, of all meetings of trustees, with the time and place of their holding, whether regular or special, and if special, how authorized, the notice thereof given and the names of those present at Board meetings.

The Secretary shall give or cause to be given notice of all the meetings of the Board of Directors required by the Bylaws or by law to be given, and he/she shall keep the seal of the corporation in safe custody, and shall have such other powers and perform such other duties as may be prescribed by the Board of Directors or by the Bylaws.

10. Treasurer. The Treasurer shall be the chief financial officer of the corporation and shall cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the corporation.

ARTICLE VIII

BOARD DELEGATED COMMITTEES

1. Creation and Appointment. The Board of Directors may create one or more board committees, each consisting of not to exceed seven (7) board members, and delegate to such committees any of the authority of the Board of Directors except with respect to those powers which cannot be delegated pursuant to Section 5212(c) of the California Nonprofit Public Benefit Corporation Law ("Delegated Committee"). Appointments to such Delegated Committees shall be by a majority vote of the Board members then in office. The Chair may appoint one or more directors as alternate members of any Delegated Board committee, who may replace any absent member at any meeting of the Delegated Committee.

2. Meetings and Action. Meetings and actions of the Delegated Committees shall be governed by, held and taken in accordance with the provisions of Article VI of these Bylaws, concerning meetings of the Board of Directors, with such changes in the context of those provisions as are necessary to substitute the Delegated Committee and its members for the Board of Directors and its members, except that the time for regular meetings of Delegated Committees may be determined either by resolution of the Board of Directors

or by resolution of the Delegated Committee. The Board of Directors may adopt rules for the governance of any Delegated Committee not inconsistent with the provisions of these Bylaws.

3. The Executive Committee. The Executive Committee is a Delegated Committee composed of five (5) members of the Board of Directors, one of whom shall be the President; provided that, if the President is not a member of the Board of Directors, he shall be an ex-officio, non-voting member of the Executive Committee and the total number of members of the Executive Committee shall be increased to six (6). At least two (2) members of the Executive Committee shall be District Approved Directors. The Executive Committee shall report to the next Board of Directors meeting all actions taken. The Chief Executive Officer may attend all meetings of the Executive Committee.

ARTICLE IX OTHER COMMITTEES

1. Creation. *The Chair of the Board of Directors, subject to confirmation by the Board of Directors, or the Board of Directors itself may create other committees, either standing or special, to serve the Board of Directors but which do not have the powers of the Board of Directors. Such other board committees need not consist entirely of board members; however, board members shall comprise a majority of each standing or special committee. Non-board member committee members shall be chosen for their demonstrated interest in the corporation and for their willingness to devote their time and personal expertise to the corporation in furtherance of its goals. Except as specifically described in these Bylaws, such other board committees shall consist of no fewer than six (6) nor more than ten (10) members (including ex-officio members) and at least two (2) members of each committee shall be District Approved Directors.**

2. Standing Committees. The standing committees shall be as follows, with the following composition and purposes:

a. Finance and Business Development Committee.

(1) Ex-Officio Membership. Chair of the Board of Directors and the Chief Executive Officer.

(2) Purpose. To review financial data related to the operating and capital budgets, performance of the clinical areas and overall financial condition of the corporation. In addition, the committee shall review, develop and make recommendations to the Board of Directors regarding business development, strategy and decisions.

* All italicized provisions can only be changed with the approval of the Grossmont Healthcare District.

b. Quality Management Committee.

(1) Ex-Officio Membership. Chair of the Board of Directors and the Chief Executive Officer.

(2) Purpose. To review matters pertaining to employee and customer relations, image enhancement, customer satisfaction, and quality outcomes and comparisons.

c. Facilities Utilization Committee.

(1) Ex-Officio Membership. Chair of the Board of Directors and the Chief Executive Officer.

(2) Purpose. To review and make recommendations to the Board of Directors regarding facilities planning.

d. Board Development Committee.

(1) Ex-Officio Membership. Chair of the Board of Directors and the Chief Executive Officer.

(2) Purpose.

(i) review and make recommendations to the Board of Directors on board development opportunities and needs, including community representation, succession and education;

(ii) propose candidates for nomination for membership to the Board of Directors; and

(iii) recommend to the Board of Directors eligible members of the Board of Directors to serve as officers of the Board of Directors.

e. Nominating Committee. The Nominating Committee of Sharp shall be the duly appointed and acting nominating committee of this corporation. The committee shall nominate all candidates to be voted upon in electing members of the Board of Directors.

f. Audit Committee. The Audit Committee of Sharp shall be the duly appointed and acting Audit Committee of this corporation.

3. Special Committees. Special committees may be established by the Chair of the Board of Directors with the concurrence of the Board of Directors for special tasks as circumstances warrant.

4. Appointment of Members and Chairs. Committee members and committee chairs shall be appointed by the Chair of the Board of Directors and confirmed by the Board of Directors. One or more alternate members of any committee may be appointed, who may replace any absent member at any meeting of the committee. Committee members and chairs shall continue to serve until replaced by the Chair of the Board of Directors, with the concurrence of the Board of Directors, or until their terms as directors expire, whichever occurs first.

5. Meetings and Notice. Meetings of a committee may be called by the Chair of the Board of Directors, the President, the chair of the committee or a majority of the committee's voting members. Each committee shall meet as often as it is necessary to perform its duties. Notice of a meeting of a committee may be given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meeting.

6. Quorum. A quorum for the transaction of business at a meeting of the committee shall exist when both (i) a majority of the voting members of the committee are present, and (ii) a majority of the committee members present are board members. Each committee may keep minutes of its proceedings and shall report periodically to the Board of Directors.

7. Manner of Action. A committee shall take action by majority vote of a quorum.

8. Vacancies. A vacancy in any committee or any increase in the membership thereof shall be filled for the unexpired portion of the term by the Chair of the Board of Directors with approval of the Board of Directors.

ARTICLE X

QUALITY OF CARE

The Board of Directors shall establish and maintain appropriate medical, nursing and administrative staffing to provide acceptable quality of care in this institution. It shall be a principal objective of the Board of Directors to review and act on reports from administration and from physicians using the facility on quality of care matters.

ARTICLE XI
MEDICAL STAFF

1. Organization. A medical staff (the "Medical Staff") shall be organized for the Hospital with appropriate officers and bylaws. The Medical Staff shall be self-governing with respect to the professional work performed at the Hospital. Membership in the Medical Staff shall be a prerequisite to the exercise of admitting and clinical privileges in the Hospital, except as otherwise specifically provided in the Medical Staff bylaws.

2. Bylaws. The Medical Staff shall adopt bylaws, which shall be effective upon approval of the Board of Directors of the corporation, which shall not be unreasonably withheld.

3. Medical Staff Membership and Clinical Privileges. Membership on the Medical Staff shall be restricted to practitioners who are competent in their respective fields, worthy in character and in professional ethics, and who are currently licensed by the State of California. The bylaws of the Medical Staff may provide for additional qualifications for membership and privileges as appropriate. Mechanisms have been established to assess the quality of care provided by members of the Medical Staff. The Medical Staff's Medical Executive Committee shall make recommendations to the Board of Directors of the corporation for its approval pertaining to individual Medical Staff membership and clinical privileges. The bylaws of the Medical Staff shall establish a system for selection of Medical Staff chairmen. The mechanisms for corrective action, termination of membership, and fair-hearing procedures shall be as set forth in the Medical Staff bylaws, including appellate review by the Board of Directors in accordance with the Medical Staff bylaws.

ARTICLE XII
AUXILIARY ORGANIZATIONS

1. Formation. The Board of Directors may authorize the formation of auxiliary organizations to assist in the fulfillment of the purposes of the corporation. Each such organization shall establish its bylaws, rules and regulations, which shall be subject to the Board of Directors' approval and which shall not be inconsistent with these Bylaws or the policies of the Board of Directors.

2. Existing Organizations. The Grossmont Hospital Auxiliary is an existing auxiliary organization whose purpose is to assist in the fulfillment of the purposes of the corporation. Its purposes and bylaws have been approved by the Board of Directors.

ARTICLE XIII
AMENDMENTS

1. Amendments by the Board of Directors. *These Bylaws may be amended or repealed and new bylaws adopted by the vote of a majority of all the directors at any meeting of the Board of Directors, subject to the approval of Sharp. The foregoing, notwithstanding any provision requiring the supermajority vote of the Board of Directors or specifically requiring the approval of one (1) or more District Approved Director(s), may not be amended without the requisite super-majority vote or District Approved Director(s)' approval. In addition, Sections 1c and Section 5 of Article IV, Sections 1b and 1c of Article V, the last three sentences of Section 2a of Article V, Sections 2b(i) and 2b(ii) of Article V, Section 9 of Article VI, Section 7 of Article VII, Section 1 of Article IX and Sections 1 and 3 of Article XIII of these Bylaws shall not be amended without the District's consent.**

2. Amendments by the Member. These Bylaws may be amended or repealed and new bylaws adopted by the member.

3. Name. *The name of Grossmont Hospital shall not be changed without the approval of eleven (11) members of the Board of Directors.**

Adopted 1991
Amended 01/17/95
Amended 06/17/97
Amended 01/19/99
Amended 02/15/00
Amended 01/03/01
Amended 10/17/06

* All italicized provisions can only be changed with the approval of the Grossmont Healthcare District.
* All italicized provisions can only be changed with the approval of the Grossmont Healthcare District.

CERTIFICATION

I, Michele Tarbet, hereby certify that I am the duly elected and acting Assistant Secretary of Grossmont Hospital Corporation, a California nonprofit public benefit corporation organized and existing under and by virtue of the laws of the State of California (the "Corporation"), and that as such I am authorized to execute this certificate on behalf of the Corporation.

I hereby further certify that the foregoing Bylaws, comprising fifteen (15) pages, constitute the Bylaws of said Corporation as duly amended and adopted by the Board of Directors at a regular meeting held on October 17, 2006 and at which a quorum was present and acting throughout and that said Bylaws have not been amended, modified, or rescinded since the date of adoption and are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 25th day of June 2012, San Diego, California.

By: Michele Tarbet
Name: Michele Tarbet
Title: Assistant Secretary

RESOLUTION #14-2012

**RESOLUTION OF THE BOARD OF DIRECTORS
OF GROSSMONT HOSPITAL CORPORATION**

June 19, 2012

WHEREAS, Grossmont Healthcare District (the "District") desires to obtain the financing of certain equipment described in and subject to the Lease Agreement dated as of June 1, 2012 (the "Lease Agreement") between the District and RBS Asset Finance, Inc. ("RBSAF"); and

WHEREAS, the District proposes to enter into the Lease Agreement to finance or refinance the Project (as defined in the Lease Agreement) with the intent that the interest on the Lease (as defined in the Lease Agreement) be excluded from gross income for federal income tax purposes and, as security for the Lease Payments (as defined in the Lease Agreement); and

WHEREAS, Grossmont Hospital Corporation (the "Hospital") has determined that the Project is in the best interest of the Hospital and that the Hospital's use of the equipment after the Project is completed and purchase of energy generated by such equipment will be beneficial to the Hospital; and

WHEREAS, Hospital has agreed to consent to the assignment of the payments payable to District under the Purchase Agreement (as defined in the Lease Agreement) by District to RBSAF, and to make such payments, as set forth in the Purchase Agreement, sufficient to enable the District to pay the principal of and interest on the Lease; and

WHEREAS, the proposed form of the Purchase Agreement and other Lessee Documents (as defined in the Lease Agreement) have been presented to this meeting.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF HOSPITAL AS FOLLOWS:

Section 1. The Hospital's Board of Directors approves the Hospital entering into the Purchase Agreement and the Lessee Documents to which Hospital is a party (collectively; the "Transaction Documents") in order to induce RBSAF to finance or refinance the Project in a principal amount of up to \$18,000,000 at an interest rate not to exceed three percent per annum and, in order to secure District's obligations under the Lease Agreement, to make payments under the Purchase Agreement directly to RBSAF, as assignee of District.

Section 2. That any one or more of the Authorized Officers of Hospital listed in Section 3 below be, and each of them hereby is, authorized to execute, acknowledge and deliver in the name and on behalf of Hospital to and with District and RBSAF the Transaction Documents, including all attachments and schedules thereto, such Transaction Documents to be in substantially the form presented to this meeting with such changes as the signing officer shall determine to be advisable. Further, said Authorized Officers are authorized to execute, acknowledge and deliver in the name and on behalf of Hospital any other agreement, instrument, certificate, representation and document, and to take any other action as may be advisable, convenient or necessary to enter into such Transaction Documents, the execution thereof by any such Authorized Officer shall be conclusive as to such determination.

Section 3. That for the purpose of this Resolution, the following persons, or the persons holding the following positions, are "Authorized Officers" duly authorized to enter into the transaction contemplated by this Resolution in the name and on behalf of Hospital:

<u>Title of Officer</u>	<u>Name</u>
President	Michael W. Murphy
Chief Executive Officer	Michele Tarbet
Assistant Treasurer	Ann Pumpian
Assistant Secretary	Carlisle C. Lewis, III

Section 4. That there is hereby authorized the continuing execution and delivery by the Authorized Officers or any one of them in the name of and on behalf of Hospital such other instruments or documents advisable, convenient or necessary to carry out the transactions contemplated by this resolution.

Section 5. All actions heretofore taken by the Authorized Officers, any other members of the Board of Directors of Hospital and other appropriate officers and agents of Hospital with respect to the Transaction Documents and the Project are hereby ratified, confirmed and approved

Section 6. That this Resolution shall take effect immediately.

CERTIFIED COPY OF RESOLUTION

I, Michele Tarbet, hereby certify that I am the duly qualified and acting Secretary of Grossmont Hospital Corporation, a California nonprofit public benefit corporation organized and existing under and by virtue of the laws of the State of California (the "Corporation"), and that as such, I am authorized to execute this certificate on behalf of the Corporation.

I hereby further certify that attached hereto is a complete copy of a resolution which was duly adopted by the Board of Directors of the Corporation at a meeting thereof which was duly held on June 19, 2012, and at which a quorum was present and acting throughout, and that said resolution has not been amended, modified, or rescinded since the date of adoption and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 19th day of June 2012, San Diego, California.

By: Michele Tarbet
Name: Assistant
Title: Secretary

[SEAL]

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

GROSSMONT HOSPITAL CORPORATION

FILE NUMBER: C1679188
FORMATION DATE: 01/02/1991
TYPE: DOMESTIC NONPROFIT CORPORATION
JURISDICTION: CALIFORNIA
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is authorized to
exercise all of its powers, rights and privileges in the State of
California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of June 22, 2012.

Debra Bowen

DEBRA BOWEN
Secretary of State

EXHIBIT C

TO OPINION OF CORPORATION'S COUNSEL TAX-EXEMPT ORGANIZATION DOCUMENTS

The "**Tax-Exempt Organization Documents**" consist of the following documents:

1. Letters dated February 6, 1991 and January 28, 2004, from the Internal Revenue Service to the Corporation stating that the Corporation is an organization described in Sections 501(c)(3) of the Internal Revenue Code of 1986, as amended;
2. Copy of the Entity Status dated June 22, 2012, from the State of California Franchise Tax Board stating that the Corporation is an organization exempt from tax under Section 23701d of the California Revenue and Taxation Code.

Internal Revenue Service

Date: January 28, 2004

Grossmont Hospital Corporation
% Sharp Healthcare Payroll Dept
4000 Ruffin Rd Ste A
San Diego, CA 92123-1849

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:

Jackie Johnson 31-07453
Customer Service Specialist

Toll Free Telephone Number:

8:00 a.m. to 6:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

33-0449527

Dear Sir or Madam:

This is in response to your request of January 28, 2004, regarding your organization's tax-exempt status.

In April 1991 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in sections 509(a)(1) and 170(b)(1)(A)(iii).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

Donors may deduct contributions to your organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to your organization or for its use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Grossmont Hospital Corporation
33-0449527

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

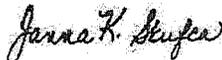
Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1999 - 17.

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,



Janna K. Skufca, Acting Director, TE/GE
Customer Account Services

INTERNAL REVENUE SERVICE
District Director

Department of the Treasury

FEB 1 1991

c/o McCaslin Industrial Park
2 Cupania Circle
Monterey Park, CA 91754
Attn: EOG-2

Date: FEB 06 1991

Grossmont Hospital Corporation
c/o Peter K. Ellsworth
3131 Berger Avenue, Suite One
San Diego, CA 92123

Employer Identification Number:
N/A

Case Number:
951030028

Contact Person:
Dan Humm

Contact Telephone Number:
(213)725-6619

Accounting Period Ending:
June 30

Form 990 Required:
Yes

Addendum Applies:
No

Dear Applicant:

Based on information supplied and assuming your operations will be as stated in your application for recognition of exemption, we have determined that you are exempt from Federal income tax under section 501(c)(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 170(b)(1)(A)(iii).

If your sources of support or your purposes, character or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section

Grosemont Hospital Association

Page 2

170 of the Code. Bequests, legacies, devises, transfers or gifts to you or for your use are deductible for Federal estate and gift tax purposes, if they meet the applicable provisions of Code sections 2055, 2106 and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fund raising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, Published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter, we have indicated whether you must file Form 990, Return of Organization Exempt from Income Tax. If yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. If a return is required, it must be filed on the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, when a return is filed late, unless there is reasonable cause for the delay.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

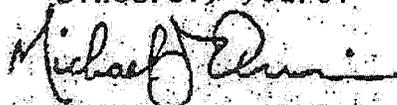
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If the heading of this letter indicates that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number appear in the heading of this letter.

Sincerely yours,



Michael J. Quinn
District Director

947(CG)

cc: Joanna Schwend



STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO BOX 942857
SACRAMENTO CA 94257-0540

Entity Status Letter

Date: 6/22/2012

ESL ID: 6311497482

According to our records, the following entity information is true and accurate as of the date of this letter.

Entity ID: 1679188

Entity Name: GROSSMONT HOSPITAL CORPORATION

- 1. The entity is in good standing with the Franchise Tax Board.
- 2. The entity is **not** in good standing with the Franchise Tax Board.
- 3. The entity is currently exempt from tax under Revenue and Taxation Code (R&TC) Section 23701 d.
- 4. We do not have current information about the entity.

The above information does not necessarily reflect:

- The entity's status with any other agency of the State of California, or other government agency.
- If the entity's powers, rights, and privileges were suspended or forfeited at any time in the past, or the entity did business in California at a time when it was not qualified or not registered to do business in California:
 - The status or voidability of any contracts made in California by the entity at a time when the entity was suspended or forfeited (R&TC Sections 23304.1, 23304.5, 23305a, 23305.1).
 - For entities revived under R&TC Section 23305b, any time limitations on the revivor or limitation of the functions that can be performed by the entity.

Internet and Telephone Assistance

Website: ftb.ca.gov

Telephone: 800.852.5711 from within the United States
916.845.6500 from outside the United States

TTY/TDD: 800.822.6268 for persons with hearing or speech impairments