

# SECURITIES AND EXCHANGE COMMISSION

## FORM 8-K

Current report filing

Filing Date: **1994-03-18** | Period of Report: **1994-03-18**  
SEC Accession No. **0000912057-94-000973**

([HTML Version](#) on [secdatabase.com](http://secdatabase.com))

### FILER

#### **COLUMBIA HCA HEALTHCARE CORP/**

CIK: **860730** | IRS No.: **752497104** | State of Incorpor.: **DE** | Fiscal Year End: **1231**  
Type: **8-K** | Act: **34** | File No.: **001-11239** | Film No.: **94516854**  
SIC: **8062** General medical & surgical hospitals, nec

Business Address  
201 WEST MAIN STREET  
LOUISVILLE KY 40202-  
(502)-572-2000

-----  
-----  
SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549  
-----

FORM 8-K  
CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(D)  
OF THE SECURITIES EXCHANGE ACT OF 1934

|                                   |     |                |
|-----------------------------------|-----|----------------|
| <TABLE>                           |     |                |
| <S>                               | <C> |                |
| DATE OF REPORT                    |     | MARCH 18, 1994 |
| (Date of Earliest Event Reported) |     |                |

-----  
COLUMBIA/HCA HEALTHCARE CORPORATION

(Exact name of Registrant as specified in its charter)

DELAWARE  
State of Incorporation

|              |     |                     |
|--------------|-----|---------------------|
| <TABLE>      |     |                     |
| <S>          | <C> |                     |
| 001-11239    |     | 75-2497104          |
| (Commission  |     | (I.R.S. Employer    |
| File Number) |     | Identification No.) |

-----  
-----  
ITEM 5. OTHER EVENTS

The Registrant files herewith those exhibits listed in Item 7(c) below.

ITEM 7(C). EXHIBITS

The following exhibits are furnished in accordance with Item 601 of Regulation S-K.

1. Shelf Underwriting Agreement, dated March 17, 1994, by and among Columbia/HCA Healthcare Corporation and Salomon Brothers Inc, J.P. Morgan Securities Inc., Morgan Stanley & Co. Incorporated and Prudential Securities Incorporated, as Underwriters.

4.1 Form of 7.15% Note Due 2004.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

COLUMBIA/HCA HEALTHCARE CORPORATION  
(Registrant)

By: /s/ STEPHEN T. BRAUN  
-----

Stephen T. Braun,  
Senior Vice President and  
General Counsel

Date: March 18, 1994

INDEX TO EXHIBITS

| <TABLE><br><CAPTION><br>EXHIBIT<br>NO. | EXHIBIT   | SEQUENTIALLY<br>NUMBERED PAGES |
|--|---|--------------------------------|
| <C>                                    | <S>   | <C>                            |
| 1.                                     | Shelf Underwriting Agreement, dated March 17, 1994, by and among Columbia/ HCA Healthcare Corporation and Salomon Brothers Inc. J.P. Morgan Securities Inc., Morgan Stanley & Co. Incorporated and Prudential Securities Incorporated, as Underwriters. |                                |
| 4.1                                    | Form of 7.15% Note Due March 30, 2004.  |                                |

</TABLE>

SHELF  
UNDERWRITING AGREEMENT

March 17, 1994

Columbia/HCA Healthcare Corporation  
201 West Main Street  
Louisville, Kentucky 40202

Dear Sirs:

We (the "Managers") are acting on behalf of the underwriter or underwriters (including ourselves) named below (such underwriter or underwriters being herein called the "Underwriters"), and we understand that Columbia/HCA Healthcare Corporation, a Delaware corporation (the "Company"), proposes to issue and sell \$150,000,000 aggregate principal amount of its 7.15% Notes due March 30, 2004 (the "Notes"). The Notes are sometimes referred to herein as the "Offered Securities." The Offered Securities will be issued pursuant to the provisions of an Indenture dated as of December 15, 1993 (the "Indenture") between the Company and The First National Bank of Chicago, as Trustee (the "Trustee").

Subject to the terms and conditions set forth or incorporated by reference herein, the Company hereby agrees to sell and the Underwriters agree to purchase, severally and not jointly, the respective principal amounts of the Notes set forth below opposite their names at a purchase price of 99.094% of the principal amount of the Notes.

<TABLE>  
<CAPTION>

|   | PRINCIPAL AMOUNT<br>OF NOTES |
|---|------------------------------|
|   | -----                        |
| <S>                                     | <C>                          |
| Salomon Brothers Inc.....               | \$ 37,500,000                |
| J.P. Morgan Securities Inc.....         | 37,500,000                   |
| Morgan Stanley & Co. Incorporated.....  | 37,500,000                   |
| Prudential Securities Incorporated..... | 37,500,000                   |
|   | -----                        |
| Total.....                              | \$ 150,000,000               |
|   | -----                        |
|   | -----                        |

</TABLE>

The Underwriters will pay for the Offered Securities upon delivery thereof at the offices of Salomon Brothers Inc or through the facilities of the Depository Trust Company at 9:00 a.m. (New York time) on March 24, 1994. The time and date of such payment and delivery are hereinafter referred to as the Closing Date.

The Offered Securities shall have the terms set forth in the Prospectus dated November 22, 1993, and the Prospectus Supplement dated March 17, 1994, including the following:

|                        |                             |
|------------------------|-----------------------------|
| <TABLE>                |                             |
| <S>                    | <C>                         |
| Public Offering Price: | 99.744% of principal amount |
| Purchase Price:        | 99.094% of principal amount |
| Maturity Date:         | March 30, 2004              |
| Interest Rate:         | 7.15%                       |

Redemption Provisions: Not redeemable prior to maturity  
Interest Payment Dates: March 30 and September 30, commencing September 30, 1994.  
Interest accrues from March 24, 1994  
Current Ratings: Standard & Poor's Corporation -- BBB+  
Moody's Investor Service -- A3

</TABLE>

All provisions contained in the document entitled Underwriting Agreement Standard Provisions (Debt Securities), a copy of which is attached hereto, are herein incorporated by reference in their entirety and shall be deemed to be a part of this Agreement to the same extent as if such provisions had been set forth in full herein, except that (i) if any term defined in such document is otherwise defined herein, the definition set forth herein shall control, (ii) all references in such document to a type of security that is not an Offered Security shall not be deemed to be a part of this Agreement, and (iii) all references in such document to a type of agreement that has not been entered into in connection with the transactions contemplated hereby shall not be deemed to be a part of this Agreement.

Please confirm your agreement by having an authorized officer sign a copy of this Agreement in the space set forth below.

Very truly yours,

SALOMON BROTHERS INC

J.P. MORGAN SECURITIES INC.

MORGAN STANLEY & CO. INCORPORATED

PRUDENTIAL SECURITIES INCORPORATED

By: SALOMON BROTHERS INC

Acting severally on behalf of itself  
and the several Underwriters named herein

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Accepted:  
COLUMBIA/HCA HEALTHCARE  
CORPORATION

By: \_\_\_\_\_

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

Title: \_\_\_\_\_



This Note is one of a duly authorized issue of debentures, notes, bonds or other evidences of indebtedness of the Company (herein called the "Securities") of a series herein specified, all issued and to be issued under an Indenture dated as of December 15, 1993 (herein called the "Indenture"), between the Company, and The First National Bank of Chicago, as Trustee (herein called the "Trustee", which term includes any successor Trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights thereunder of the Company, the Trustee and the Holders of the Securities, and the terms upon which the Securities are, and are to be, authenticated and delivered. The Securities may be issued in one or more series, which different series may be issued in various aggregate principal amounts, may mature at different times, may bear interest (if any) at different rates, may be subject to different redemption provisions (if any), may be subject to different sinking, purchase or analogous funds (if any), may be subject to different covenants and Events of Default and may otherwise vary as in the Indenture provided. This Note is one of a series of Notes of the Company designated as its 7.15% Notes due March 30, 2004 (herein called the "Notes"), limited in aggregate principal amount to \$150,000,000.

The Notes may not be redeemed by the Company prior to March 30, 2004.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Note may be registered in the Security Register of the Company, upon surrender of this Note for registration of transfer at the office or agency of the Trustee in the Borough of Manhattan, the City and State of New York, duly endorsed by, or accompanied by, a written instrument of transfer in form satisfactory to the Company and the Trustee duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes of the same series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only as registered Notes without coupons in the denominations of \$1,000 and any integral multiple thereof. As provided in the Indenture, and subject to certain limitations therein set forth, this Note is exchangeable for a like aggregate principal amount of Notes of different authorized denominations as requested by the Holder surrendering the same.

No service charge will be made for any such registration of transfer or exchange, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment for registration of transfer of this Note, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

If an Event of Default with respect to the Notes shall occur and be continuing, the principal hereof may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of any series under the Indenture at any time by the Company with the consent of the Holders of a majority in aggregate principal amount of the Outstanding Securities of each series affected by any such amendment or modification. The Indenture also contains provisions permitting the Holders of a majority in aggregate principal amount of the Outstanding Securities of any series, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Note shall be conclusive and binding upon such Holder and upon all future Holders of this Note and of any Note upon the registration of transfer hereof or in exchange hereof or in lieu hereof whether or not notation of such consent or waiver is made upon this Note.

The Indenture contains provisions setting forth certain conditions to the institution of proceedings by Holders of Securities with respect to the Indenture or for any remedy under the Indenture.

No recourse under or upon any obligation, covenant or agreement contained in the Indenture or in this Note, or because of any indebtedness evidenced thereby, shall be had against any incorporator, or against any past, present or future stockholder, officer or director, as such of the Company, or of any successor corporation, either directly or through the Company or such successor corporation, whether by virtue of any constitution or statute or rule of law, or

by the enforcement of any assessment or penalty or otherwise. It is expressly understood and agreed that the Indenture and this Note are solely corporate obligations; that no personal liability whatever shall attach to, or is or shall be incurred by, the incorporators, stockholders, officers or directors of the Company, or of any successor corporation, or any of them, because of the creation of indebtedness hereby authorized, or under or by reason of the obligations, covenants or agreements contained in the Indenture or in this Note, or implied therefrom; and that any and all such personal liability of every such incorporator, stockholder, officer or director is hereby expressly waived as a condition of, and as a consideration for, the execution of the Indenture and the issue of this Note.

The Indenture and the Notes shall be governed by and constituted in accordance with the laws of the State of New York.

All terms used in this Note which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

|          |   |                                      |         |
|----------|---|--------------------------------------|---------|
| <TABLE>  |   |                                      |         |
| <S>      | <C>   | <C>                                  |         |
| TEN COM  | -- as tenants in common   | UNIF GIFT MIN ACT -- Custodian       |         |
|          |   | (Cust)                               | (Minor) |
| TEN ENT  | -- as tenants by the entireties   | under Uniform Gifts to Minors Act    |         |
|          |   | (State)                              |         |
| JT TEN   | -- as joint tenants with right of survivorship and not as tenants in common | IRA -- Individual Retirement Account |         |
| </TABLE> |   |                                      |         |

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

Please insert social security or other identifying number of assignee

FOR VALUE RECEIVED, \_\_\_\_\_ hereby sells, assigns and transfers unto

\_\_\_\_\_  
(Please print or typewrite name and address including postal zip code of assignee)

\_\_\_\_\_ DOLLARS (\$\_\_\_\_\_) in principal amount of the Note(s) represented by the within certificate, and does hereby irrevocably constitute and appoint \_\_\_\_\_ Attorney to transfer the said Note(s) on the books of the within named Company with full power of substitution in the premises.

|         |     |
|---------|-----|
| <TABLE> |     |
| <S>     | <C> |
| -----   |     |
| Dated   |     |

Notice: The signature to this assignment must correspond with the name as written upon the face of the certificate in every particular, without alteration or enlargement or any change whatever.

Signature witnessed by:

</TABLE>