

48-236-0001
17-037-0071

This document is intended
to be recorded in
Utah County, Utah

This Amendment was prepared by the attorney set
forth below in consultation with counsel in the State
in which the Trust Property is located
and when recorded should be returned to:

114822-TTF

Julie E. Dechen, Esq.
Cahill Gordon & Reindel LLP
80 Pine Street
New York, New York 10005
(212) 701-3000

SEVENTEENTH AMENDMENT TO
AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT,
ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING

made by

TIMPANOGOS REGIONAL MEDICAL SERVICES, INC.,
as Grantor,

to

FOUNDERS TITLE COMPANY,
as Trustee,

for the use and benefit of

BANK OF AMERICA, N.A.,
in its capacity as Collateral Agent,
as Beneficiary

**SEVENTEENTH AMENDMENT TO AMENDED AND RESTATED DEED OF TRUST,
SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE
FILING**

THIS SEVENTEENTH AMENDMENT TO AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (this "Amendment") is dated as of December 17, 2019 (the "Effective Date"), by **TIMPANOGOS REGIONAL MEDICAL SERVICES, INC.**, a Utah corporation, whose address is c/o HCA Inc., One Park Plaza, Nashville, TN 37203, as grantor ("Grantor"), to **FOUNDERS TITLE COMPANY**, a Utah corporation, whose address is 746 East Winchester Street, Salt Lake City, UT 84107, as trustee ("Trustee"), for the use and benefit of **BANK OF AMERICA, N.A.** ("Bank of America"), whose address is 1455 Market Street, 5th Floor, San Francisco, CA 94103, as Collateral Agent under and as defined in the Credit Agreement (as defined in the Deed of Trust (as defined herein)) and as First Lien Collateral Agent under and as defined in the First Priority Notes Indentures (as defined herein) (in such capacities, the "Collateral Agent" or "Beneficiary") for the benefit of the First Lien Secured Parties (as defined in the Deed of Trust (as defined herein)). Each capitalized term used but not otherwise defined or redefined herein shall have the meaning assigned to such term in the Existing Deed of Trust (as hereinafter defined).

RECITALS:

A. Grantor executed and delivered to Trustee for the benefit of Beneficiary, that certain Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of January 24, 2007 and amended and restated as of June 17, 2009, recorded on June 23, 2009 in the records of the office of County Recorder of Utah County, Utah (the "Records") as Entry No. 69320:2009 (the "Amended and Restated Deed of Trust"), which Amended and Restated Deed of Trust was amended by (i) that certain First Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on October 9, 2009 with an effective date of August 11, 2009, recorded on October 13, 2009 in the Records as Entry No. 108090:2009 (the "First Amendment"), (ii) that certain Second Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on May 7, 2010 with an effective date of March 10, 2010, recorded on May 10, 2010 in the Records as Entry No. 38045:2010 (the "Second Amendment"), (iii) that certain Third Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on June 14, 2011, with an effective date of May 4, 2011, recorded June 20, 2011 in the Records as Entry No. 44841:2011 (the "Third Amendment"), (iv) that certain Fourth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on September 29, 2011, with an effective date of August 1, 2011, recorded on October 4, 2011 in the Records as Entry Number 70180:2011 (the "Fourth Amendment"), (v) that certain Fifth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on March 27, 2012, with an effective date of February 16, 2012, recorded on April 5, 2012, in the Records as Entry Number 27822:2012 (the "Fifth Amendment"), (vi) that certain Sixth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on July 27, 2012,

with an effective date of April 25, 2012, recorded on August 6, 2012 in the Records as Entry No. 65348:2012 (the "Sixth Amendment"), (vii) that certain Seventh Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on December 21, 2012, with an effective date of October 23, 2012, recorded on December 26, 2012 in the Records as Entry No. 13850-2012 (the "Seventh Amendment"), (viii) that certain Eighth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on May 27, 2014, with an effective date of February 26, 2014, recorded on June 2, 2014 in the Records as Entry No. 37132:2014 (the "Eighth Amendment"), (ix) that certain Ninth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on January 14, 2015, with an effective date of October 17, 2014, recorded on January 26, 2015 in the Records as Entry No. 5761:2015 (the "Ninth Amendment"), (x) that certain Tenth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on August 14, 2015, with an effective date of June 10, 2015, recorded on September 1, 2015 in the Records as Entry No. 080271:2015 (the "Tenth Amendment") and, (xi) that certain Eleventh Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on May 26, 2016, with an effective date of June 10, 2016, recorded on June 17, 2016 in the Records as Entry No. 55208:2016 (the "Eleventh Amendment"), (xii) that certain Twelfth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on November 3, 2016, with an effective date of August 15, 2016, recorded on November 28, 2016, in the Records as Entry No. 119000:2016 (the "Twelfth Amendment"), (xiii) that certain Thirteenth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on May 15, 2017, with an effective date of March 20, 2017, recorded on May 25, 2017, in the Records as Entry No. 50054:2017 (the "Thirteenth Amendment"), (xiv) that certain Fourteenth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on September 25, 2017, with an effective date of June 28, 2017, recorded on October 2, 2017, in the Records as Entry No. 97191:2017 (the "Fourteenth Amendment"), (xv) that certain Fifteenth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on June 11, 2018, recorded on June 21, 2018, in the Records as Entry No. 58045:2018 (the "Fifteenth Amendment") and (xvi) that certain Sixteenth Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing made on September 10, 2019, recorded on October 4, 2019, in the Records as Entry No. 101190:2019 (the "Sixteenth Amendment"; the Amended and Restated Deed of Trust, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, the Seventh Amendment, the Eighth Amendment, the Ninth Amendment, the Tenth Amendment, the Eleventh Amendment, the Twelfth Amendment, the Thirteenth Amendment, the Fourteenth Amendment, the Fifteenth Amendment and the Sixteenth Amendment, the "Existing Deed of Trust" and, together with and as amended by this Amendment, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Deed of Trust"), pursuant to which the Grantor conveyed to Trustee for the benefit of Beneficiary all of the Grantor's right, title and interest in and to the Trust Property (as defined therein) comprised in part by the Owned Land (as defined therein and the legal description of which is set forth in Exhibit A here-

to), to secure payment and performance of the First Lien Obligations (as defined in the Existing Deed of Trust).

B. HCA Inc., a Delaware corporation (the "Company"), the lenders or other financial institutions or entities from time to time parties thereto (the "Lenders"), Bank of America, as Administrative Agent, Collateral Agent, Swingline Lender and Letter of Credit Issuer, JPMorgan Chase Bank, N.A. and Citicorp North America, Inc., as Co-Syndication Agents, and the other arrangers and agents from time to time parties thereto, are parties to that certain Credit Agreement, dated as of November 17, 2006, as amended and restated as of May 4, 2011, as further amended and restated as of February 26, 2014 and as further supplemented on June 10, 2015, March 18, 2016, August 15, 2016, February 15, 2017, March 20, 2017, June 28, 2017, March 13, 2018 and July 16, 2019 (the "Existing Credit Agreement").

C. Pursuant to that certain Tranche B-12 Term Loan Joinder Agreement No. 9 dated as of October 8, 2019 (the "October 2019 Tranche B-12 Term Loan Joinder") among the Company, Bank of America, N.A. as Administrative Agent and Collateral Agent and the Tranche B-12 Loan Lenders (as defined therein), the Tranche B-12 Loan Lenders have agreed to provide new Tranche B-12 Term Loans (as defined therein) in the aggregate principal amount of \$1,477,500,000.

D. Pursuant to that certain Tranche B-13 Term Loan Joinder Agreement No. 10 dated as of November 20, 2019 (the "November 2019 Tranche B-13 Term Loan Joinder") among the Company, Bank of America, N.A. as Administrative Agent and Collateral Agent and the Tranche B-13 Loan Lenders (as defined therein), the Tranche B-13 Loan Lenders have agreed to provide new Tranche B-13 Term Loans (as defined therein) in the aggregate principal amount of \$1,148,122,771.86.

E. Grantor is obligated to enter into this Amendment pursuant to the terms of the (i) October 2019 Tranche B-12 Term Loan Joinder as an inducement to the Collateral Agent and the Tranche B-12 Loan Lenders to enter into the October 2019 Tranche B-12 Term Loan Joinder and (ii) November 2019 Tranche B-13 Term Loan Joinder as an inducement to the Collateral Agent and the Tranche B-13 Loan Lenders to enter into the November 2019 Tranche B-13 Term Loan Joinder.

F. By the execution, delivery and recording of this Amendment, the Company, Grantor, Beneficiary and the First Lien Secured Parties desire to (i) give notice of the October 2019 Tranche B-12 Term Loan Joinder and the November 2019 Tranche B-13 Term Loan Joinder, (ii) give notice that the Deed of Trust secures not only the First Lien Obligations secured by the Existing Deed of Trust but also the Additional First Lien Obligations evidenced by the Tranche B-12 Term Loans and Tranche B-13 Term Loans as of the Effective Date and (iii) confirm that the Deed of Trust remains in full force and effect and secures the foregoing.

NOW, THEREFORE, Grantor and Beneficiary agree and give notice as follows:

Section 1. Amendment. The Existing Deed of Trust is hereby amended as follows:

(a) Defined Terms.

(i) Each capitalized term used but not otherwise defined herein shall have the meaning originally assigned to such term in the Existing Deed of Trust.

(ii) Each reference in the Existing Deed of Trust to (i) "First Lien Obligations" shall, in addition to the First Lien Obligations heretofore secured under the Existing Deed of Trust, be deemed to include the Additional First Lien Obligations consisting of or evidenced by the Tranche B-12 Term Loans and the Tranche B-13 Term Loans, (ii) "First Lien Secured Parties" shall, in addition to the First Lien Secured Parties under the Existing Deed of Trust, be deemed to include the Tranche B-12 Loan Lenders and the Tranche B-13 Loan Lenders; and (iii) "Additional First Lien Agreement" shall be deemed to include the October 2019 Tranche B-12 Term Loan Joinder and the November 2019 Tranche B-13 Term Loan Joinder.

Section 2. Taxes. Grantor shall pay all mortgage recording taxes, filing fees, recording fees, and other taxes imposed or assessed upon this Amendment, if any, including all taxes, penalties, and interest for the foregoing.

Section 3. Confirmation, Restatement, Further Granting and Ratification. Grantor hereby confirms, ratifies, restates and reaffirms (i) the grant, bargain and conveyance of the Trust Property to Trustee for the benefit of Beneficiary in accordance with the terms of the Existing Deed of Trust, and (ii) those representations, warranties, covenants and agreements of Grantor set forth in the Existing Deed of Trust as if the same were made as of the Effective Date. Nothing contained in this Amendment shall be construed as (a) a novation of the First Lien Obligations or (b) a release or waiver of all or any portion of the grant or conveyance to Trustee of the Trust Property. As modified by this Amendment, the Existing Deed of Trust shall continue in full force and effect and shall continue to be a valid and subsisting lien against the Trust Property. This Amendment relates only to the specific matters covered herein and shall not constitute a consent to or waiver or modification of any other provision, term or condition of the Existing Deed of Trust. Further, nothing in this Amendment is intended to waive any rights or remedies of Trustee or Beneficiary under the Deed of Trust, or any defaults of Grantor under the Deed of Trust. As acknowledged by its signature below, Beneficiary agrees to the terms, covenants, provisions and agreements of this Amendment.

Section 4. No Change in Deed of Trust Priority.

(a) Changes to First Lien Obligations; Effect of Change(s). No Change (as hereinafter defined) shall impair, reduce or subordinate, in whole or in part, the priority of the lien of the Deed of Trust as against the liens of Junior Lien Claimants (as hereinafter defined), and the Deed of Trust shall continue to secure the First Lien Obligations, with the same priority of lien as the Existing Deed of Trust regardless of any Changes, whether or not: (a) any notice is recorded with respect to such Change, (b) such Change increases the principal amount (subject to any express limitations thereon set forth in the Deed of Trust) or the interest rate of the First Lien Obligations or otherwise adversely af-

fects Junior Lien Claimants, or (c) Grantor executes or delivers new or additional note(s) to evidence or confirm such Change.

(b) *Notice to Junior Lien Claimants.* All actual and potential Junior Lien Claimants are hereby placed on notice that (i) the First Lien Obligations are subject to Change(s) and (ii) the Existing Deed of Trust provided and gave notice that it secured the First Lien Obligations arising both under the Credit Agreement and under any Additional First Lien Agreement (as defined in the Existing Deed of Trust), each as affected by one or more Changes. Junior Lien Claimants should not assume that they will be notified of any amendment of any of the Credit Agreement or of any Additional First Lien Agreement or of the First Lien Obligations that occurs before or after the recording of their lien. By taking or accepting an interest in the Trust Property subject to the Deed of Trust, each Junior Lien Claimant acknowledges and agrees to the provisions of this Section 4.

(c) *Interaction with Note Documents and Additional First Lien Agreements.* Nothing in this Section 4 shall be deemed to limit or waive any restrictions or prohibitions on transfers and/or junior liens set forth in the First Priority Notes Indentures, the Credit Agreement or any other Additional First Lien Agreement.

(d) *Definitions:*

“Junior Lien Claimant” means any holder of any interest or claim that affects any Trust Property or estate or interest therein, which interest or claim is recorded after the date the Original Deed of Trust was originally recorded or that is otherwise, or is intended to be, junior and subordinate to the lien of the Deed of Trust.

“Change” means (i) any amendment, modification, extension, renewal, restatement, increase, re-pledge, supplement, or other change, from time to time, to the First Lien Obligations, (ii) the execution and delivery of this Amendment or of any subsequent or prior amendment restatements, supplements, or other modifications of the Deed of Trust and (iii) any amendments, restatements, supplements, or other modifications of the Credit Agreement or of any Additional First Lien Agreement, in each case including, without limitation, all or any of the following: (A) complete or partial amendment and restatement of any or all terms and conditions of the First Lien Obligations; (B) modifications of the required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part; (C) modifications, extensions or renewals at a different rate of interest; (D) increases in any amount in the principal or interest rate of the First Lien Obligations; and/or (E) modifications or additional amounts advanced with respect to the First Lien Obligations.

Section 5. Miscellaneous.

(a) *Effect of Amendment.* If it is determined that any person or entity except Beneficiary has a lien, encumbrance, or claim of any type with priority over any term of this Amendment that is not a Permitted Exception (as defined in the Existing Deed of Trust), the original terms of the Existing Deed of Trust and existing First Lien Obligations secured thereby shall be severable from this Amendment and separately enforceable

from the terms hereof in accordance with their original terms, and Beneficiary shall maintain all legal or equitable priorities that existed before the Effective Date. Any legal or equitable priorities of Beneficiary over any party that existed before the Effective Date shall remain in effect after the Effective Date.

(b) *Partial Invalidity.* In the event any one or more of the provisions contained in this Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but each other provision hereof shall be construed as if such invalid, illegal or unenforceable provision had never been included.

(c) *Governing Law.* THIS AMENDMENT SHALL BE CONSTRUED, INTERPRETED AND GOVERNED IN ACCORDANCE WITH SECTION 28 OF THE DEED OF TRUST.

(d) *Counterparts.* This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, this Amendment has been duly executed by Grantor and Beneficiary on the day and year first written above, to be effective as of the Effective Date.

GRANTOR:

TIMPANOGOS REGIONAL MEDICAL SERVICES, INC., a Utah corporation,
as Grantor

By: *Nicholas L. Paul*

Name: Nicholas L. Paul

Title: Vice President

ACKNOWLEDGMENT

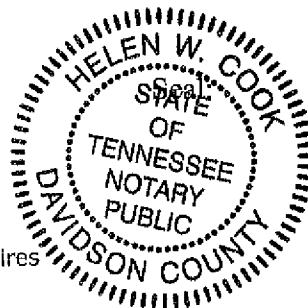
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON) ss:

On this 11 day of December, 2019, Nicholas L. Paul, who, being by me duly sworn, did say that he/she is the Vice President of TIMPANOGOS REGIONAL MEDICAL SERVICES, INC., that the foregoing instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and he/she acknowledged to me that said corporation executed the same.

Notary Public

Helen W. Cook

My Commission Expires
January 3, 2022



IN WITNESS WHEREOF, this Amendment has been duly executed by Grantor and Beneficiary on the day and year first written above, to be effective as of the Effective Date.

BENEFICIARY:

BANK OF AMERICA, N.A.
in its capacity as Collateral Agent,
as Beneficiary

By: Anthea Del Bianco

Name:

Title:

Anthea Del Bianco
Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

On December 10, 2019 before me, Liliana Claar, Notary Public
(insert name and title of the officer)

personally appeared Anthea Del Bianco
who proved to me on the basis of satisfactory evidence to be the person(s) whose names is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Liliana Claar (Seal)



EXHIBIT AOwned Land

Parcel 1: (48:236:0001)

Lot 1, Plat "A", AMENDED OREM HEALTH CARE CENTER SUBDIVISION, Orem, Utah, according to the official plat thereof on file in the office of the Utah County Recorder.

Parcel 2: (17:037:0071)

Beginning at the Northeast corner of Lot 1, Plat "A", AMENDED OREM HEALTH CARE CENTER SUBDIVISION, a subdivision in Orem, Utah, according to the official plat thereof on file in the office of the Utah County Recorder, Provo, Utah, said point may also be described as being North 00°39'38" West along the Section line 1215.85 feet and East 658.55 feet (based on the Utah State Coordinate System, Central Zone and Data published by the Utah County Surveyor as of January 1995) from the West Quarter Corner of Section 10, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°32'22" West along said subdivision line 622.51 feet to the East line of 800 West Street; thence North 00°39'38" West along said street line 64.88 feet; thence continuing along said street line Northwesterly 55.10 feet around the periphery of a curve to the right concave Easterly having a radius of 35.00 feet (chord = N 44°26'20" E 49.58 feet) to the South line of 1000 North Street; thence North 89°32'18" East along said street line 546.04 feet; thence North 89°33'23" East continuing along said street line 41.85 feet to the Northwest corner of Lot 1, Plat "A", Sunridge Subdivision; thence South 00°22'23" East along said subdivision line 100.00 feet to the point of beginning.

[End of Exhibit A]