



\*W2471691\*  
E# 2471691 PG 1 OF 14  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
10-MAY-10 12:34 PM FEE \$36.00 DEP JC  
REC FOR: FOUNDERS TITLE COMPANY  
ELECTRONICALLY RECORDED

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

F-70333 W

This Second Amendment to Amended and Restated  
Deed of Trust was prepared by the attorney set  
forth below in consultation with counsel in the State  
of Utah and when recorded should be returned to:

Athy A. Mobilia, Esq.  
Cahill Gordon & Reindel LLP  
80 Pine Street  
New York, New York 10005  
(212) 701-3000

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

made by

**COLUMBIA OGDEN MEDICAL CENTER, 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**

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

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (this "Amendment") is made May 7, 2010, to be effective as of March 10, 2010 (the "Effective Date") by and between COLUMBIA OGDEN MEDICAL CENTER, 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, Utah 84107, as trustee ("Trustee"), for the use and benefit of BANK OF AMERICA, N.A., 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 herein) and as First Lien Collateral Agent under and as defined in the Existing First Priority Notes Indenture, the 2009 Supplemental First Priority Notes Indenture and the 2010 Supplemental First Priority Notes Indenture (each 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)).

**RECITALS:**

A. Grantor executed and delivered to the 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 Weber County, Utah (the "Records") as Entry No. 2419975 (the "Amended and Restated Deed of Trust"), which Amended and Restated Deed of Trust was amended by that certain First Amendment to Amended and Restated Deed of Trust, Security Agreement, Assignment of Leases and Rents, and Fixture Filing dated as of October 9, 2009, recorded on October 13, 2009 in the Records as Entry No. 2438914 (the "First Amendment"), together with and as amended by Restated Deed of Trust, 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 hereto), to secure payment and performance of the First Lien Obligations (as defined in the Deed of Trust).

B. HCA Inc., a Delaware corporation (the "Company"), HCA UK Capital Limited, a limited liability company (company no. 04779021) formed under the laws of England and Wales (together with the Company, the "Borrowers"), the lenders or other financial institutions or entities from time to time parties thereto (the "Lenders"), Bank of America, N.A., 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, Banc of America Securities LLC, J.P. Morgan Securities Inc., Citigroup Global Markets Inc. and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as Joint Lead Arrangers and Bookrunners,

Deutsche Bank Securities Inc. and Wachovia Capital Markets LLC, as Joint Bookrunners, and Merrill Lynch Capital Corporation, as Documentation Agent, are parties to a certain Credit Agreement dated as of November 17, 2006 (as amended February 16, 2007, as further amended March 2, 2009, and as further amended June 18, 2009, the "Existing Credit Agreement").

C. The Existing Credit Agreement was further amended by that certain Extension Amendment No. 1, dated as of April 6, 2010, among the Borrowers, the Lenders party thereto, Bank of America, N.A., as Administrative Agent and the other parties thereto (the "Credit Agreement Amendment"), pursuant to which, among other things, a portion of the Tranche B-1 Term Loans (as defined in the Existing Credit Agreement) were converted into Tranche B-2 Term Loans (as defined in the Credit Agreement Amendment) with (x) interest margins that are greater than the interest margins for the Tranche B-1 Term Loans and (y) a final maturity beyond the final maturity of the Tranche B-1 Term Loans.

D. The Existing Credit Agreement, as amended by the Credit Agreement Amendment, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, is referred to herein as the "Credit Agreement". Pursuant to the Credit Agreement, (i) the Lenders, the Letter of Credit Issuer and certain Cash Management Banks or Hedge Banks agreed to extend credit to the Borrowers from time to time as more particularly described therein and in the Existing Deed of Trust and (ii) the Obligations (as defined therein) thereunder are guaranteed on a senior secured basis by Grantor and the other Guarantors (as defined therein).

E. Pursuant to that certain Indenture dated as of April 22, 2009 (as amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Initial First Priority Notes Indenture" or the "Initial Additional First Lien Agreement"), among the Company, the Guarantors (as defined therein), Law Debenture Trust Company of New York, as trustee (in such capacity and together with any successor in such capacity, the "Initial First Priority Indenture Trustee" or the "Initial Additional Authorized Representative"), and Deutsche Bank Trust Company Americas, as paying agent, registrar and transfer agent, the Company issued \$1,500,000,000 aggregate principal amount of its 8 <sup>1</sup>/<sub>2</sub>% Senior Secured Notes due 2019 (such notes, together with any additional notes issued under and in compliance with the terms of the Initial First Priority Notes Indenture, the "Initial First Priority Notes"), which are guaranteed on a senior secured basis by Grantor and the other Guarantors.

F. Pursuant to (i) that certain Indenture, dated as of the August 11, 2009 (as amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "2009 Supplemental First Priority Notes Indenture" or the "2009 Additional First Lien Agreement"), among the Company, the Guarantors (as defined therein), Law Debenture Trust Company of New York, as trustee (in such capacity, and together with any successor in such capacity, the "2009 Supplemental First Priority Indenture Trustee" or the "2009 Additional Authorized Representative"), and Deutsche Bank Trust Company Americas, as paying agent, registrar and transfer agent, and (ii) that certain Purchase Agreement dated July 29, 2009 (the "2009 Supplemental Purchase Agreement"), among the Company, the several parties named in Schedule I thereto (the "2009 Supplemental Initial Purchasers"), and the Guarantors (as defined therein), the Company issued \$1,250,000,000 aggregate principal amount of its 7 <sup>7</sup>/<sub>8</sub>% Senior Secured Notes due 2020 (such notes, together with any additional notes issued under and in compliance with the

terms of the 2009 Supplemental First Priority Notes Indenture, the "2009 Supplemental First Priority Notes"), which are guaranteed on a senior secured basis by Grantor and the other Guarantors.

G. Pursuant to that certain Additional First Lien Secured Party Consent, dated August 11, 2009 (the "2009 Additional First Lien Secured Party Consent"), among the Company, the Grantors listed in Schedule I thereto, the 2009 Supplemental First Priority Indenture Trustee and Bank of America, N.A., in its capacity as Collateral Agent under the U.S. Security Agreement, among other things, (i) the 2009 Supplemental First Priority Indenture Trustee, on behalf of each holder of the 2009 Supplemental First Priority Notes (including the holders of Additional First Lien Obligations issued under and in compliance with the terms of the 2009 Supplemental First Priority Notes Indenture) (collectively, the "2009 Supplemental Indenture Secured Parties") became a party to the U.S. Security Agreement and accepted and acknowledged the terms of the U.S. Security Agreement as applicable to the 2009 Supplemental Indenture Secured Parties and agreed to be bound by such terms, (ii) the 2009 Supplemental First Priority Indenture Trustee appointed and authorized the Collateral Agent to act as agent on its behalf and on behalf of the 2009 Supplemental Indenture Secured Parties, (iii) the Collateral Agent accepted the appointment described in clause (ii) of this Recital and (iv) the 2009 Supplemental First Priority Indenture Trustee accepted and acknowledged the terms of the First Lien Intercreditor Agreement applicable to it and the 2009 Supplemental Indenture Secured Parties with respect to the obligations under the 2009 Supplemental First Priority Indenture and the 2009 Supplemental First Priority Notes and agreed on its own behalf and on behalf of the 2009 Supplemental Indenture Secured Parties to be bound by the terms of the First Lien Intercreditor Agreement applicable to holders of Additional First Lien Obligations.

H. Pursuant to (i) that certain Indenture, dated as of the Effective Date (as amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "2010 Supplemental First Priority Notes Indenture" or the "2010 Additional First Lien Agreement"), among the Company, the Guarantors (as defined therein), Law Debenture Trust Company of New York, as trustee (in such capacity, and together with any successor in such capacity, the "2010 Supplemental First Priority Indenture Trustee" or the "2010 Additional Authorized Representative"), and Deutsche Bank Trust Company Americas, as paying agent, registrar and transfer agent, and (ii) that certain Purchase Agreement dated as of March 2, 2010 (the "2010 Supplemental Purchase Agreement"), among the Company, the several parties named in Schedule I thereto (the "2010 Supplemental Initial Purchasers"), and the Guarantors (as defined therein), the Company issued \$1,400,000,000 aggregate principal amount of its 7 ¼ % Senior Secured Notes due 2020 (such notes, together with any additional notes issued under and in compliance with the terms of the 2010 Supplemental First Priority Notes Indenture, the "2010 Supplemental First Priority Notes"), which are guaranteed on a senior secured basis by Grantor and the other Guarantors.

I. Pursuant to that certain Additional First Lien Secured Party Consent, dated the Effective Date (the "2010 Additional First Lien Secured Party Consent"), among the Company, the Grantors listed in Schedule I of the Security Agreement as defined therein, the 2010 Supplemental First Priority Indenture Trustee and Bank of America, N.A., in its capacity as Collateral Agent under the U.S. Security Agreement, among other things, (i) the 2010 Supplemental First Priority Indenture Trustee, on behalf of each holder of the 2010 Supplemental First Priority

Notes (including the holders of Additional First Lien Obligations issued under and in compliance with the terms of the 2010 Supplemental First Priority Notes Indenture) (collectively, the "2010 Supplemental Indenture Secured Parties") became a party to the U.S. Security Agreement and accepted and acknowledged the terms of the U.S. Security Agreement as applicable to the 2010 Supplemental Indenture Secured Parties and agreed to be bound by such terms, (ii) the 2010 Supplemental First Priority Indenture Trustee appointed and authorized the Collateral Agent to act as agent on its behalf and on behalf of the 2010 Supplemental Indenture Secured Parties, (iii) the Collateral Agent accepted the appointment described in clause (ii) of this Recital and (iv) the 2010 Supplemental First Priority Indenture Trustee accepted and acknowledged the terms of the First Lien Intercreditor Agreement applicable to it and the 2010 Supplemental Indenture Secured Parties with respect to the obligations under the 2010 Supplemental First Priority Notes Indenture and the 2010 Supplemental First Priority Notes and agreed on its own behalf and on behalf of the 2010 Supplemental Indenture Secured Parties to be bound by the terms of the First Lien Intercreditor Agreement applicable to holders of Additional First Lien Obligations.

J. Pursuant to that certain General Intercreditor Agreement dated as of November 17, 2006 (the "General Intercreditor Agreement") among the Collateral Agent and the Second Lien Collateral Agent, as amended and supplemented by that certain Additional Intercreditor Agreement dated as of March 10, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Additional General Intercreditor Agreement") and together with the General Intercreditor Agreement, as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement") among the Collateral Agent and the Second Lien Collateral Agent, any lien upon or security interest created in the Trust Property pursuant to the Second Lien Deed of Trust was made subordinate in all respects to the lien upon and security interest in the Trust Property granted pursuant to, and subject to the terms and conditions of, the Deed of Trust.

K. Grantor is obligated to enter into this Amendment (i) pursuant to the terms of the 2010 Supplemental Purchase Agreement as an inducement to the 2010 Supplemental Initial Purchasers to purchase the 2010 Supplemental First Priority Notes and the 2010 Supplemental Indenture Trustee to enter into the 2010 Supplemental First Priority Notes Indenture and (ii) pursuant to the terms of the Credit Agreement Amendment as an inducement to the Collateral Agent to enter into the Credit Agreement Amendment.

L. By the execution, delivery and recording of this Amendment, the Company, Grantor, Beneficiary and the First Lien Secured Parties desire (i) to give notice of the execution and delivery of the 2010 Supplemental First Priority Notes Indenture, (ii) to give notice of the issuance of the 2010 Supplemental First Priority Notes and that, in addition to the First Lien Obligations secured by the Existing Deed of Trust (including, without limitation, the obligations under the Existing Credit Agreement, the Initial Additional First Lien Agreement, the Initial First Priority Notes, the 2009 Additional First Lien Agreement and the 2009 Supplemental First Priority Notes, as more particularly described in the Existing Deed of Trust) in favor of the First Lien Secured Parties (including, without limitation, the Credit Agreement Secured Parties, the Initial Additional First Lien Secured Parties and the 2009 Additional First Lien Secured Parties), the Deed of Trust secures the Additional First Lien Obligations evidenced by the 2010 Supplemental First Priority Notes Indenture and the 2010 Supplemental First Priority Notes for the benefit of the 2010 Supplemental Indenture Secured Parties as of the Effective Date, (iii) to give notice of

the execution and delivery of the Credit Agreement Amendment, the change in certain interest margins pursuant thereto and the change in certain maturity dates pursuant thereto, (iv) to give notice of the execution and delivery of the Additional General Intercreditor Agreement, and (v) to confirm that the Deed of Trust remains in full force and effect.

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 evidenced by the 2010 Supplemental First Priority Notes Indenture and the 2010 Supplemental First Priority Notes, (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 2010 Supplemental Indenture Secured Parties, (iii) "Additional First Lien Agreement" shall, in addition to the Initial Additional First Lien Agreement and the 2009 Additional First Lien Agreement, be deemed to include the 2010 Supplemental First Priority Notes Indenture and (iv) "Additional First Lien Obligations" shall, in addition to the Additional First Lien Obligations evidenced by the Initial Additional First Lien Agreement, the Initial First Priority Notes, the 2009 Additional First Lien Agreement and the 2009 Supplemental First Priority Notes, be deemed to include the obligations evidenced by the 2010 Additional First Lien Agreement and the 2010 Supplemental First Priority Notes,

(b) [INTENTIONALLY OMITTED]

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.

To the extent permitted by applicable law, Grantor and Beneficiary agree as follows:

(a) Definition: Junior Lien Claimant. A "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 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.

(b) Change to Obligations. The First Lien Obligations may, from time to time, be amended, modified, extended, renewed, restated, increased, repledged, supplemented, or otherwise changed (any of the foregoing, a "Change"). Changes may include any or all of the following, none of which shall, subject to applicable laws, impair the priority of the lien of the Deed of Trust as against the liens of Junior Lien Claimants: (i) complete or partial amendment and restatement of any or all terms and conditions of the First Lien Obligations; (ii) modifications of the required principal and/or interest payment dates, deferring or accelerating such payment dates in whole or in part; (iii) modifications, extensions or renewals at a different rate of interest; (iv) increases in any amount in the principal or interest rate of the First Lien Obligations; and/or (v) modifications or additional amounts advanced with respect to the First Lien Obligations.

(c) Effect of Change(s). The Deed of Trust shall, subject to applicable laws, continue to secure the First Lien Obligations, with the same priority of lien as the Deed of Trust, even if the First Lien Obligations are subject to Change, 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 affects Junior Lien Claimants; or (c) Grantor executes or delivers new or additional note(s) to evidence or confirm such Change. The execution and delivery of this Amendment, or of any subsequent or prior (if any) amendment of the Deed of Trust, shall not impair, reduce or subordinate, in whole or in part, the priority of the Deed of Trust. The First Lien Obligations (taking into account the effect of the Change) shall, subject to applicable laws, continue to be secured by the Deed of Trust, with the same priority of lien, even if any such Change occurs.

(d) Notice to Junior Lien Claimants. The recitals of the Deed of Trust provided, and gave full record notice to all potential Junior Lien Claimants, that the Deed of Trust was intended to secure the First Lien Obligations arising not only under the Credit Agreement, the Initial First Priority Notes, the Initial First Priority Notes Indenture and documents executed in connection therewith as originally executed and delivered, but also under Additional First Lien Obligations under any Additional First Lien Agreements, in each case including any amendments, restatements, supplements, or other modifications thereof. Any of the foregoing

could potentially include modifications that could increase the amount of the principal of the First Lien Obligations, increase the interest rate of the First Lien Obligations, or otherwise adversely affect Junior Lien Claimants. All actual and potential Junior Lien Claimants are hereby placed on notice that the First Lien Obligations are subject to Change(s). By taking or accepting its interest in the Trust Property subject to the Deed of Trust, every Junior Lien Claimant understands, acknowledges, and agrees that the priority and validity of the lien of the Deed of Trust shall not be impaired or limited in any way by any Change. Notwithstanding the magnitude or nature of any Change, such Change shall under no circumstances be deemed to constitute a novation with respect to any First Lien Obligations, or otherwise impair or reduce the priority of the lien of the Deed of Trust.

(e) Interaction with Note Documents. The foregoing provisions relating to Junior Lien Claimants shall not be deemed to limit, or waive any restrictions or prohibitions on, transfers (including restrictions or prohibitions on junior liens) set forth in the Initial First Priority Notes Indenture, the 2009 Supplemental First Priority Notes Indenture, the 2010 Supplemental First Priority Notes Indenture, the Intercreditor Agreement or the Additional First Lien Agreements.

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:

COLUMBIA OGDEN MEDICAL CENTER, INC., a Utah corporation, as Grantor

By: W. Mark Kimbrough  
Name: W. Mark Kimbrough  
Title: Vice President

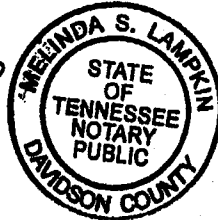
ACKNOWLEDGMENT

STATE OF TENNESSEE        )  
  )  
COUNTY OF DAVIDSON      )        ss:

On this 4 day of May, 2010, W. Mark Kimbrough, who, being by me duly sworn, did say that he is the Vice President of COLUMBIA OGDEN MEDICAL CENTER, 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 acknowledged to me that said corporation executed the same.

Melinda S. Lampkin  
Notary Public

Seal: 6





**EXHIBIT A**

**Owned Land**

**PARCEL 1:**

**PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:**

**BEGINNING AT A POINT WHICH IS NORTH 0°26' EAST 884.32 FEET ALONG THE SECTION LINE, AND NORTH 89°34' WEST 66 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 17, (SAID POINT IS ALSO ON THE WEST LINE OF AN EXISTING COUNTY ROAD) RUNNING THENCE NORTH 89°34' WEST 1030.00 FEET, THENCE NORTH 0°26' EAST 827.50 FEET, THENCE NORTH 45° EAST 197.31 FEET, THENCE SOUTH 45° EAST 100.00 FEET, THENCE EASTERLY ALONG THE ARC OF A 549.06 FOOT RADIUS CURVE TO THE LEFT 427.08 FEET, THENCE SOUTH 0°26' WEST 33 FEET, MORE OR LESS, TO SOUTH LINE OF 5350 SOUTH STREET, THENCE SOUTH 89°34' EAST 435 FEET, MORE OR LESS, THENCE SOUTH 0°26' WEST 280.97 FEET; THENCE SOUTH 72°24'35" WEST 275.26 FEET, THENCE NORTH 17°35'25" WEST 25.00 FEET, THENCE NORTH 72°24'35" EAST 17.50 FEET, THENCE NORTH 17°35'25" WEST 25.00 FEET, THENCE NORTH 72°24'35" EAST 150.63 FEET, THENCE NORTH 0°26'00" EAST 77.52 FEET, THENCE SOUTH 72°24'35" WEST 23.32 FEET, THENCE NORTH 17°35'25" WEST 28.68 FEET, THENCE NORTH 89°34'00" WEST 67.63 FEET, THENCE SOUTH 0°26'00" WEST 21.37 FEET, THENCE SOUTH 72°24'35" WEST 59.28 FEET, THENCE SOUTH 17°34'00" EAST 3.87 FEET, THENCE SOUTH 72°24'33" WEST 154.58 FEET, THENCE SOUTH 17°35'25" EAST 117.57 FEET, THENCE NORTH 27°24'35" EAST 23.80 FEET, THENCE NORTH 72°24'35" EAST 66.67 FEET, THENCE SOUTH 17°35'25" EAST 27.53 FEET, THENCE SOUTH 62°35'25" EAST 28.28 FEET, THENCE SOUTH 17°35'25" EAST 73.92 FEET, THENCE NORTH 72°24'35" WEST 268.99 FEET TO THE WEST LINE OF A COUNTY ROAD, THENCE SOUTH 0°26' WEST 347.55 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.**

**EXCEPT THE NORTHERLY 33 FEET IN 5350 SOUTH STREET.**

**Tax ID No. 07-053-0028**

**PARCEL 2:**

**PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE SOUTHERLY WALL OF WING NO. 5 OF ST. BENEDICT'S HOSPITAL, 0.8 FEET SOUTH 72°26'00" WEST FROM THE MOST EASTERLY POINT OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL, AND SAID POINT BEING 697.24 FEET NORTH 0°26'00" EAST ALONG THE SECTION LINE AND 506.08 FEET NORTH 89°34'00" WEST FROM THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 17°34'00" EAST 125.67 FEET; THENCE SOUTH 72°26'00" WEST 95.33 FEET; THENCE NORTH 17°34'00" WEST 72.67 FEET; THENCE SOUTH 72°26'00" WEST 21.33 FEET; THENCE NORTH 17°34'00" WEST 60.00 FEET; THENCE NORTH 72°26'00" EAST 32.79 FEET, MORE OR LESS, TO THE WESTERLY WALL OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL; THENCE SOUTH 17°34'00" EAST 7.00 FEET ALONG SAID WALL TO THE SOUTHERN MOST POINT OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL; THENCE NORTH 72°26'00" EAST 83.87 FEET**

ALONG THE SOUTHERLY WALL OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL TO THE POINT OF BEGINNING.

PARCEL 2A:

ACCESS DRIVE AND PARKING LOT FOR MEDICAL OFFICE BUILDING:

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of Adams Avenue which is North 0° 26' East 584.29 feet along the East line of said Section 17 and North 89° 34' West 66.00 feet from the Southeast corner of said Section 17; and running thence North 88° 48' 35" West 133.25 feet; thence Southwesterly along the arc of a 289.61 foot radius curve to the left 94.24 feet (long chord bears South 81° 52' 07" West 93.82 feet); thence South 72° 32' 49" West 269.88 feet; thence Northwesterly along the arc of a 70.00 foot radius curve to the right 109.82 feet (long chord bears North 62° 30' 35" West 98.90 feet); thence North 17° 34' West 25.18 feet; thence North 89° 35' West 244.30 feet; thence North 0° 25' East 65.00 feet; thence South 89° 36' 14" East 30.00 feet; thence North 0° 21' 46" East 134.99 feet; thence South 89° 35' East 153.63 feet; thence North 0° 25' East 37.68 feet; thence North 72° 26' East 66.28 feet; thence South 17° 34' East 148.37 feet; thence South 72° 26' West 23.66 feet; thence South 17° 34' East 113.26 feet; thence South 72° 26' West 28.17 feet; thence South 17° 34' East 8.39 feet; thence Southeasterly along the arc of a 40.00 foot radius curve to the left 62.75 feet (long chord bears South 62° 30' 35" East 56.51 feet); thence North 72° 32' 49" East 269.88 feet; thence Northeasterly along the arc of a 319.61 foot radius curve to the right 104.00 feet (long chord bears North 81° 52' 07" East 103.54 feet); thence South 88° 48' 35" East 132.85 feet to the West line of Adams Avenue; thence South 0° 26' West 30.00 feet along said West line to the point of beginning.

Tax ID No. 07-053-0059

PARCEL 3:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT WHICH IS NORTH 0°26' EAST 620.00 FEET ALONG THE SECTION LINE, NORTH 89°34' WEST 66 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 17 (SAID POINT IS ALSO ON THE WEST LINE OF AN EXISTING COUNTY ROAD); RUNNING THENCE NORTH 89°34' WEST 1030.00 FEET; THENCE NORTH 0°26' EAST 264.32 FEET; THENCE SOUTH 89°34' EAST 1030.00 FEET TO THE WEST LINE OF COUNTY ROAD; THENCE SOUTH 0°26' WEST 264.32 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION OF THE FOLLOWING: A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY WALL OF WING NO. 5 OF ST. BENEDICT'S HOSPITAL, 0.8 FEET SOUTH 72°26'00" WEST FROM THE MOST EASTERLY POINT OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL, AND SAID POINT BEING 697.24 FEET NORTH 0°26'00" EAST ALONG THE SECTION LINE AND 506.08 FEET NORTH 89°34'00" WEST FROM THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 17°34'00" EAST 125.67 FEET; THENCE SOUTH 72°26'00" WEST 95.33 FEET; THENCE NORTH 17°34'00" WEST 72.67 FEET; THENCE SOUTH 72°26'00" WEST 21.33 FEET; THENCE NORTH 17°34'00" WEST

60.00 FEET; THENCE NORTH 72°26'00" EAST 32.79 FEET, MORE OR LESS, TO THE WESTERLY WALL OF SAID WEST WING NO. 5 OF ST. BENEDICT'S HOSPITAL; THENCE SOUTH 17°4'00" EAST 97.00 FEET ALONG SAID WALL TO THE SOUTHERN MOST POINT OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL; THENCE NORTH 72°26'00" EAST 83.87 FEET ALONG THE SOUTHERLY WALL OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL TO THE POINT OF BEGINNING.

Tax ID No. 07-053-0027 *d.s.*

PARCEL 4:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE WEST LINE OF ADAMS AVENUE, SAID POINT BEING 620.00 FEET NORTH 0°26' EAST ALONG THE SECTION LINE AND 397.10 FEET NORTH 89°34' WEST FROM THE SOUTHEAST CORNER OF SAID SECTION; RUNNING THENCE NORTH 89°34' WEST 203.09 FEET; THENCE SOUTH 0°26' WEST 624.53 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE SECTION; THENCE EAST 205.68 FEET, MORE OR LESS, ALONG THE SECTION LINE TO A POINT WEST 394.50 FEET FROM SAID SOUTHEAST CORNER; THENCE NORTH 0°28' EAST 31.93 FEET, MORE OR LESS, THENCE SOUTH 89°44'56" EAST 1.8 FEET; THENCE NORTH 0°26' EAST 200.00 FEET; THENCE NORTH 0°12'42" WEST 391.06 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION WITHIN: A PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U S SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTHERLY WALL OF WING NO. 5 OF ST. BENEDICT'S HOSPITAL, 0.8 FEET SOUTH 72°26'00" WEST FROM THE MOST EASTERLY POINT OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL, AND SAID POINT BEING 697.24 FEET NORTH 0°26'00" EAST ALONG THE SECTION LINE AND 506.08 FEET NORTH 89°34'00" WEST FROM THE SOUTHEAST CORNER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 17°34'00" EAST 125.67 FEET; THENCE SOUTH 72°26'00" WEST 95.33 FEET; THENCE NORTH 17°34'00" WEST 72.67 FEET; THENCE SOUTH 72°26'00" WEST 21.33 FEET; THENCE NORTH 17°34'00" WEST 60.00 FEET; THENCE NORTH 72°26'00" EAST 32.79 FEET, MORE OR LESS, TO THE WESTERLY WALL OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL; THENCE SOUTH 17°34'00" EAST 7.00 FEET ALONG SAID WALL TO THE SOUTHERN MOST POINT OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL; THENCE NORTH 72°26'00" EAST 83.87 FEET ALONG THE SOUTHERLY WALL OF SAID WING NO. 5 OF ST. BENEDICT'S HOSPITAL TO THE POINT OF BEGINNING.

Tax ID No. 07-053-0036 *d.s.*

PARCEL 5:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE WEST LINE OF ADAMS AVENUE, SAID POINT BEING 620.00 FEET NORTH 0°26' EAST ALONG THE SECTION LINE AND 66.00 FEET NORTH 89°34' WEST FROM THE SOUTHEAST CORNER OF SAID SECTION; RUNNING THENCE NORTH 89°34' WEST 331.10 FEET; THENCE SOUTH 0°12'42" EAST 391.06 FEET; THENCE SOUTH 89°44'56" EAST 326.70 FEET TO THE WEST LINE OF ADAMS AVENUE; THENCE NORTH 0°26' EAST 390.00 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

Tax ID No. 07-053-0038

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PARCEL 6:

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 1265.67 FEET NORTH 0°26'00" EAST ALONG THE EAST LINE OF SAID SECTION 17 AND 354.61 FEET NORTH 89°34'00" WEST FROM THE SOUTHEAST CORNER OF SAID SECTION 17; AND RUNNING THENCE SOUTH 72°24'35" WEST 5.00 FEET; THENCE SOUTH 17°35'25" EAST 23.39 FEET; THENCE NORTH 72°24'35" EAST 35.00 FEET; THENCE NORTH 17°35'25" WEST 25.00 FEET; THENCE NORTH 72°24'35" EAST 150.63 FEET; THENCE NORTH 0°26'00" EAST 77.52 FEET; THENCE SOUTH 72°24'35" WEST 23.32 FEET; THENCE NORTH 17°35'25" WEST 28.68 FEET; THENCE NORTH 89°34'00" WEST 67.63 FEET; THENCE SOUTH 0°26'00" WEST 21.37 FEET, THENCE SOUTH 72°24'35" WEST 59.28 FEET; THENCE SOUTH 17°34'00" EAST 3.87 FEET; THENCE SOUTH 72°24'35" WEST 51.08 FEET TO A POINT NORTH 17°35'25" WEST FROM THE NORTHEAST CORNER OF THE EXISTING MRI BUILDING; THENCE SOUTH 17°35'25" EAST 100.75 FEET, MORE OR LESS, ALONG THE EASTERLY WALL OF SAID MRI BUILDING TO THE POINT OF BEGINNING.

Tax ID No. 07-053-0054

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[End of Exhibit A]