

This First 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:

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FIRST 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

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

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT, ASSIGNMENT OF LEASES AND RENTS, AND FIXTURE FILING (this "Amendment") is made the 9th day of October, 2009, to be effective as of the 11th day of August, 2009 (the "Effective Date") by and between TIMPANOGOS REGIONAL MEDICAL SERVICES, INC., a Utah corporation, whose address is c/o HCA Inc., One Park Plaza, Nashville, TN 37203, as grantor ("Grantor"), and 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 and the 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.

RECITALS:

A. Grantor executed and delivered to FOUNDERS TITLE COMPANY, a Utah corporation, whose address is 746 East Winchester Street, Salt Lake City, Utah 84107, as trustee ("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 Document No. 69320:2009 (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 Existing 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, and as the same may be further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement"), (i) pursuant to which 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 in the Credit Agreement and in the Existing Deed of Trust and (ii) the Obligations (as defined in the Credit Agreement) under which are guaranteed on a senior secured basis by Grantor and the other Guarantors (as defined therein).

C. 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 "Existing 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 "Existing 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 1/2% Senior Secured Notes due 2019 (such notes, together with any additional notes issued under and in compliance with the terms of the Existing First Priority Notes Indenture, the "Existing First Priority Notes"), which are guaranteed on a senior secured basis by Grantor and the other Guarantors.

D. 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 "Supplemental First Priority Notes Indenture" or the "Second 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 "Supplemental First Priority Indenture Trustee" or the "Second 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 "Supplemental Purchase Agreement"), among the Company, the several parties named in Schedule I thereto (the "Supplemental Initial Purchasers"), and the Guarantors (as defined therein), Company issued \$1,250,000,000 aggregate principal amount of its 7 7/8 % Senior Secured Notes due 2020 (such notes, together with any additional notes issued under and in compliance with the terms of the Supplemental First Priority Notes Indenture, the "Supplemental First Priority Notes"), which are guaranteed on a senior secured basis by Grantor and the other Guarantors.

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

with respect to the obligations under the Supplemental First Priority Indenture and the Supplemental First Priority Notes and agreed on its own behalf and on behalf of the Supplemental Indenture Secured Parties to be bound by the terms of the First Lien Intercreditor Agreement applicable to holders of Additional First Lien Obligations.

F. Grantor is obligated to enter into this Amendment pursuant to the terms of the Supplemental Purchase Agreement as an inducement to the Supplemental Initial Purchasers to purchase the Supplemental First Priority Notes and the Supplemental Indenture Trustee to enter into the Supplemental First Priority Notes Indenture.

G. 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 Supplemental First Priority Notes Indenture, (ii) to give notice of the issuance of the 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 Credit Agreement, the Initial Additional First Lien Agreement and the Existing 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 and the Initial Additional First Lien Secured Parties), the Deed of Trust secures the Additional First Lien Obligations evidenced by the Supplemental First Priority Notes Indenture and the Supplemental First Priority Notes for the benefit of the Supplemental Indenture Secured Parties as of the Effective Date, and (iii) 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 Supplemental First Priority Notes Indenture and the 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 Supplemental Indenture Secured Parties, (iii) "Additional First Lien Agreement" shall, in addition to the Initial Additional First Lien Agreement, be deemed to include the 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 and the Existing First Priority Notes, be deemed to include the obligations evidenced by the Supplemental First Priority Notes Indenture and the Supplemental First Priority Notes.

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 as 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 upon and security title to 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 Existing First Priority Notes, the Existing 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 and security title 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 Indenture 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.]

EXHIBIT A

Owned 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.