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ENT 69320:2009 PG 1 of 27  
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AMENDED AND RESTATED DEED OF TRUST, SECURITY AGREEMENT,  
ASSIGNMENT OF LEASES AND RENTS,  
AND FIXTURE FILING

made by

TIMPANOGOS REGIONAL MEDICAL SERVICES, INC.

Grantor,

to

FOUNDERS TITLE COMPANY,

as Trustee

for the use and benefit of

BANK OF AMERICA, N.A.,

as Collateral Agent, Beneficiary

Dated as of January 24, 2007 and amended and restated as of June 17, 2009

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THIS INSTRUMENT IS TO BE INDEXED AS BOTH A DEED OF TRUST  
AND A FIXTURE FILING FILED AS A FINANCING STATEMENT

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

THIS 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 is made by TIMPANOGOS REGIONAL MEDICAL SERVICES, INC., a Utah corporation ("Grantor"), whose address is c/o HCA Inc., One Park Plaza, Nashville, TN 37203, to FOUNDERS TITLE COMPANY, a Utah corporation, as trustee (in such capacity, "Trustee"), whose address is 746 East Winchester Street, Salt Lake City, Utah 84107, for the use and benefit of BANK OF AMERICA, N.A., as Collateral Agent under the Credit Agreement and First Lien Collateral Agent under the Indenture (in such capacities, the "Collateral Agent" or "Beneficiary") for the benefit of the First Lien Secured Parties whose address is 1455 Market Street, 5th Floor, San Francisco, California 94103. References to this "Deed of Trust" shall mean this instrument and any and all renewals, modifications, amendments, supplements, extensions, consolidations, substitutions, spreaders and replacements of this instrument.

Background

WHEREAS, the Borrowers (as defined below) are party to the Credit Agreement dated as of November 17, 2006 (as amended on February 16, 2007, as further amended March 2, 2009, and as the same may be further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Credit Agreement"), among HCA Inc., a Delaware corporation (the "Company" or "Parent Borrower"), HCA UK Capital Limited, a limited liability company (company no. 04779021) formed under the laws of England and Wales (the "European Subsidiary Borrower" and, together with the Parent Borrower, 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;

WHEREAS, pursuant to the Credit Agreement, (a) the Lenders have severally agreed to make Loans to the Borrowers and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of the Parent Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein, (b) one or more Cash Management Banks or Hedge Banks may from time to time enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Parent Borrower and/or its Subsidiaries and (c) the Borrowers may incur Additional First Lien Obligations from time to time to the extent permitted by the Credit Agreement and each Additional First Lien Agreement (any extensions of credit to the Grantors (as defined in the U.S. Security Agreement) as described in clauses (a), (b) or (c), collectively, the "Extensions of Credit");

WHEREAS, pursuant to the U.S. Guarantee dated as of November 17, 2006, the Grantor has unconditionally and irrevocably guaranteed, as primary obligor and not merely as

surety, to the Collateral Agent for the benefit of the Secured Parties (as defined in the Credit Agreement) the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (as such term is defined in the Credit Agreement);

WHEREAS, the Collateral Agent, in its capacity as collateral agent for the First Lien Secured Parties, Bank of America, N.A. in its capacity as Authorized Representative for the Credit Agreement Secured Parties, Law Debenture Trust Company of New York in its capacity as the Initial Additional Authorized Representative, as Authorized Representative for the Initial Additional First Lien Secured Parties and each additional Authorized Representative from time to time party thereto for the Additional First Lien Secured Parties of the Series with respect to which it is acting in such capacity, are parties to that certain First Lien Intercreditor Agreement dated as of April 22, 2009 (as the same may be amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "First Lien Intercreditor Agreement");

WHEREAS, pursuant to the terms, conditions and provisions of (a) that certain Indenture dated as of April 22, 2009 (as amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "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 successors in such capacity, the "Indenture Trustee" or the "Initial Additional Authorized Representative"), and Deutsche Bank Trust Company Americas, as registrar, paying agent and transfer agent, and (b) that certain Purchase Agreement dated April 15, 2009 (the "Purchase Agreement"), among the Company, the several parties named in Schedule I thereto (the "Initial Purchasers"), the Guarantors as defined therein and Citigroup Global Markets Inc., Bank of America Securities LLC, J.P. Morgan Securities Inc., Deutsche Bank Securities Inc. and Goldman, Sachs & Co., as Representatives of the other Initial Purchasers, the Company issued \$1,500,000,000 aggregate principal of its 8.500% Senior Secured Notes due 2019 (such notes, together with any Additional Notes issued under and in compliance with the terms of the Indenture (the "Notes")), which are guaranteed on a senior secured basis by the Grantor and the other Guarantors as defined therein;

WHEREAS, pursuant to the Additional First Lien Secured Party Consent dated April 22, 2009 (the "Additional First Lien Secured Party Consent") among the Indenture Trustee, the Collateral Agent, the Company and the Grantors listed in Schedule I to the U.S. Security Agreement, and in accordance with the provisions of Section 8.17 of the U.S. Security Agreement, among other things, (i) the Indenture Trustee, on behalf of each holder of the Notes (including the holders of the Additional First Lien Obligations issued under and in compliance with the terms of the Indenture) (collectively the "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 Indenture Secured Parties and agreed to be bound by such terms, (ii) the Indenture Trustee appointed and authorized the Collateral Agent to act as agent on its behalf and on behalf of the Initial Additional First Lien Secured Parties, and (iii) the Collateral Agent accepted the appointment described in clause (ii) of this sentence;

WHEREAS, Grantor may also unconditionally and irrevocably guaranty, as primary obligor and not merely as surety, for the benefit of the First Lien Secured Parties under any Additional First Lien Agreements, the prompt and complete payment and performance when

due (whether at the stated maturity, by acceleration or otherwise) of the Additional First Lien Obligations;

WHEREAS, the Company and Grantor are members of an affiliated group of companies;

WHEREAS, the proceeds of the Extensions of Credit have been or will be, as the case may be, used in part to enable the Company to make valuable transfers to Grantor in connection with the operation of its business;

WHEREAS, Grantor acknowledges that it has derived or will derive, as the case may be, substantial direct and indirect benefit from making the Extensions of Credit;

WHEREAS, Grantor (i) is the owner of the fee simple estate in the parcel(s) of real property described on Schedule A attached hereto (the "Owned Land"); and (ii) owns, leases or otherwise has the right to use all of the buildings, improvements, structures, and fixtures now or subsequently located on the Owned Land (the "Improvements"; the Owned Land and the Improvements being collectively referred to hereinafter as the "Real Estate").

WHEREAS, as a condition precedent to the obligations of the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit under the Credit Agreement, the Grantor executed and delivered that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing to the Trustee and/or Beneficiary, dated as of January 24, 2007 which was recorded on February 15, 2007 in the records of the office of County Recorder of Utah County, Utah, as Document No. 23672:2007 (the "Original Deed of Trust");

WHEREAS, Grantor is obligated to enter into this amended and restated Deed of Trust for the benefit of the First Lien Secured Parties (i) pursuant to Amendment No. 2 to the Credit Agreement and (ii) as a condition to the obligations of the Initial Purchasers to purchase the Notes under the Purchase Agreement and the Indenture Trustee to enter into the Indenture;

WHEREAS, the Company, the Grantor, the Beneficiary and the First Lien Secured Parties desire to give notice (i) of the issuance of the Notes and (ii) that, in addition to the obligations secured by the Original Deed of Trust in favor of the Secured Parties described therein, this Deed of Trust secures the Additional First Lien Obligations evidenced by the Initial Additional First Lien Agreement for the benefit of the Initial Additional First Lien Secured Parties; and

WHEREAS, the terms of the Credit Agreement and the Indenture are incorporated by reference into this Deed of Trust as if the terms thereof were fully set forth herein.

NOW THEREFORE, for and in consideration of the premises and as inducement for the Collateral Agent, the Lenders and the Letter of Credit Issuer to enter into Amendment No. 2 to the Credit Agreement and as inducement for the respective Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to the Borrowers under the Credit Agreement and as inducement for one or more Lenders or affiliates of Lenders to enter into Secured Cash Management Agreements and Secured Hedge Agreements with the Company

and/or its Subsidiaries and as inducement for the holders of any Additional First Lien Obligations to make their respective Extensions of Credit thereunder, the Grantor hereby agrees with the Collateral Agent, for the benefit of the First Lien Secured Parties, to amend and restate the Original Deed of Trust in its entirety as follows:

Granting Clauses

Notwithstanding any other provision hereof, to the extent that any portion of the Trust Property (as hereinafter defined) includes one or more Principal Properties, the principal amount of First Lien Obligations secured by all such Principal Properties, including the Trust Property secured by this Deed of Trust, shall be limited to the maximum aggregate principal amount of indebtedness that may be secured at any time without giving rise to any requirement under the 1993 Indenture to secure any obligation thereunder equally and ratably (or prior to) the First Lien Obligations (it being understood that the principal amount of First Lien Obligations secured by the Principal Properties of any Grantor shall in no event be reduced as a result of any security interest granted or obligation incurred after the Closing Date and during the pendency of any Insolvency or Liquidation Proceeding (as defined in the General Intercreditor Agreement) with respect to such Grantor). If after the Closing Date any Retained Indebtedness becomes required to be secured by a Lien on Principal Properties as a result of (a) the Company or any Subsidiary granting a Lien on any Principal Property, but only if such requirement would have arisen solely as a result of Liens on Principal Properties other than Liens granted pursuant to any Security Document, (b) the Company or any Subsidiary entering into any Sale and Lease-Back Transaction (as defined in the 1993 Indenture, as in effect on the Closing Date), (c) any 1993 Restricted Subsidiary incurring Debt (as defined in the 1993 Indenture as in effect on the Closing Date) or issuing Preferred Stock (as defined in the 1993 Indenture as in effect on the Closing Date), or (d) the 1993 Indenture ceases to be in effect as a result of a satisfaction and discharge or defeasance thereof in accordance with its terms, then, in each such case, the First Lien Obligations secured hereunder by Trust Property consisting of one or more Principal Properties shall become equal to the maximum aggregate amount of First Lien Obligations outstanding.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees that to secure the payment and performance of the First Lien Obligations GRANTOR HEREBY GRANTS, PLEDGES, ASSIGNS, TRANSFERS AND CONVEYS TO TRUSTEE AND HEREBY CONFIRMS ITS PRIOR GRANT, PLEDGE, ASSIGNMENT, TRANSFER AND CONVEYANCE TO TRUSTEE, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY FOR THE USE AND BENEFIT OF BENEFICIARY, FOR THE BENEFIT OF THE FIRST LIEN SECURED PARTIES, AND HEREBY GRANTS TO THE TRUSTEE AND CONFIRMS ITS PRIOR GRANT TO THE TRUSTEE, IN TRUST WITH POWER OF SALE AND RIGHT OF ENTRY FOR THE USE AND BENEFIT OF BENEFICIARY, FOR THE BENEFIT OF THE FIRST LIEN SECURED PARTIES, A SECURITY INTEREST IN AND LIEN UPON, ALL OF THE GRANTOR'S ESTATE, RIGHT, TITLE AND INTEREST IN, TO AND UNDER ALL OF THE FOLLOWING DESCRIBED PROPERTY, WHETHER NOW OWNED OR HELD OR HEREAFTER ACQUIRED FROM TIME TO TIME:

- (a) the Owned Land;

(b) all right, title and interest Grantor now has or may hereafter acquire in and to the Improvements or any part thereof and all the estate, right, title, claim or demand whatsoever of Grantor, in possession or expectancy, in and to the Real Estate or any part thereof;

(c) all right, title and interest of Grantor in, to and under all easements, rights of way, licenses, operating agreements, abutting strips and gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water and flowage rights, development rights, air rights, mineral and soil rights, plants, standing and fallen timber, and all estates, rights, titles, interests, privileges, licenses, tenements, hereditaments and appurtenances belonging, relating or appertaining to the Real Estate, and any reversions, remainders, rents, issues, profits and revenue thereof and all land lying in the bed of any street, road or avenue, in front of or adjoining the Real Estate to the center line thereof;

(d) all of the fixtures, chattels, business machines, machinery, apparatus, equipment, furnishings, fittings, appliances and articles of personal property of every kind and nature whatsoever, and all appurtenances and additions thereto and substitutions or replacements thereof (together with, in each case, attachments, components, parts and accessories) currently owned or subsequently acquired by Grantor and now or subsequently attached to the Real Estate, including but without limiting the generality of the foregoing, all screens, awnings, shades, blinds, curtains, draperies, artwork, carpets, rugs, storm doors and windows, furniture and furnishings, heating, electrical, and mechanical equipment, lighting, switchboards, plumbing, ventilating, air conditioning and air-cooling apparatus, refrigerating, and incinerating equipment, escalators, elevators, loading and unloading equipment and systems, stoves, ranges, laundry equipment, cleaning systems (including window cleaning apparatus), telephones, communication systems (including satellite dishes and antennae), televisions, computers, sprinkler systems and other fire prevention and extinguishing apparatus and materials, security systems, motors, engines, machinery, pipes, pumps, tanks, conduits, appliances, fittings and fixtures of every kind and description (all of the foregoing in this paragraph (d) being referred to as the "Equipment");

(e) all right, title and interest of Grantor in and to all substitutes and replacements of, and all additions and improvements to, the Real Estate and the Equipment, subsequently acquired by or released to Grantor or constructed, assembled or placed by Grantor on the Real Estate, immediately upon such acquisition, release, construction, assembling or placement, including, without limitation, any and all building materials whether stored at the Real Estate or offsite, and, in each such case, without any further deed, conveyance, assignment or other act by Grantor;

(f) to the extent not prohibited under the applicable instrument, all right, title and interest of Grantor in, to and under all leases, subleases, underlettings, concession agreements, management agreements, licenses and other agreements relating to the use or occupancy of the Real Estate or the Equipment or any part thereof, now existing or subsequently entered into by Grantor and whether written or oral and all guarantees of any of the foregoing (collectively, as any of the foregoing may be amended, restated, extended, renewed or modified from time to time, the "Leases"), and all rights of Grantor in respect of cash and securities deposited thereunder and the right to receive and collect

the revenues, income, rents, issues and profits thereof, together with all other rents, royalties, issues, profits, revenue, income and other benefits arising from the use and enjoyment of the Trust Property (as defined below) (collectively, the "Rents");

(g) all unearned premiums under insurance policies now or subsequently obtained by Grantor relating to the Real Estate or Equipment and Grantor's interest in and to all proceeds of any such insurance policies (including title insurance policies) including the right to collect and receive such proceeds, subject to the provisions relating to insurance generally set forth below; and all awards and other compensation, including the interest payable thereon and the right to collect and receive the same, made to the present or any subsequent owner of the Real Estate or Equipment for the taking by eminent domain, condemnation or otherwise, of all or any part of the Real Estate or any easement or other right therein;

(h) to the extent not prohibited under the applicable contract, consent, license or other item, all right, title and interest of Grantor in and to (i) all contracts from time to time executed by Grantor or any manager or agent on its behalf relating to the ownership, construction, maintenance, repair, operation, occupancy, sale or financing of the Real Estate or Equipment or any part thereof and all agreements and options relating to the purchase or lease of any portion of the Real Estate or any property which is adjacent or peripheral to the Real Estate, together with the right to exercise such options and all leases of Equipment, (ii) all consents, licenses, building permits, certificates of occupancy and other governmental approvals relating to construction, completion, occupancy, use or operation of the Real Estate or any part thereof, and (iii) all drawings, plans, specifications and similar or related items relating to the Real Estate; and

(i) all proceeds, both cash and noncash, of the foregoing.

(All of the foregoing property, rights and interests now owned, held or subsequently acquired by Grantor and described in the foregoing clauses (a) through (c) are collectively referred to as the "Premises", and those described in the foregoing clauses (a) through (i) are collectively referred to as the "Trust Property").

TO HAVE AND TO HOLD the Trust Property and the rights and privileges hereby mortgaged unto the Trustee and/or Beneficiary, their respective successors and assigns for the uses and purposes set forth, until the First Lien Obligations are fully paid and performed, provided, however, that the condition of this Deed of Trust is such that if the First Lien Obligations are fully paid and performed, then the security interest and lien hereby granted shall cease, terminate and become void but shall otherwise remain in full force and effect.

This Deed of Trust covers present and future advances and re-advances, in the aggregate amount of the First Lien Obligations secured hereby, made by the First Lien Secured Parties for the benefit of Grantor, and the lien of such future advances and re-advances shall relate back to the date of this Deed of Trust.

#### Terms and Conditions

Grantor further represents, warrants, covenants and agrees with Beneficiary, Trustee and the First Lien Secured Parties as follows:



1. Confirmation, Restatement; Defined Terms. (a) This Deed of Trust amends and restates the Original Deed of Trust in its entirety. The Obligations of the Grantor under the Original Deed of Trust and the grant of security interest in and lien on the Trust Property by the Grantor under the Original Deed of Trust shall continue under this Deed of Trust, and subject to the terms and provisions of the Credit Agreement and the Indenture, shall not in any event be terminated, extinguished or annulled, but shall hereafter be governed by this Deed of Trust. All references to the Original Deed of Trust in any Credit Document or any Additional First Lien Agreement (other than this Deed of Trust) or other document or instrument delivered in connection therewith shall be deemed to refer to this Deed of Trust and the provisions hereof. It is understood and agreed that the Original Deed of Trust is being amended and restated by entry into this Deed of Trust on the date hereof. Nothing contained in this Deed of Trust shall be construed as (i) a novation of the Obligations or (ii) a release or waiver of all or any portion of the conveyance to Beneficiary of the Trust Property.

(b) Capitalized terms used herein (including in the "Background" and "Granting Clauses" sections above) and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement on the date hereof.

(c) The following terms in this Deed of Trust shall have the following meanings:

"Additional First Lien Agreement" shall have the meaning assigned to such term in the U.S. Security Agreement.

"Additional First Lien Obligations" shall have the meaning assigned to such term in the U.S. Security Agreement.

"Additional Notes" shall have the meaning assigned to such term in the Indenture.

"Authorized Representative" shall have the meaning assigned to such term in the U.S. Security Agreement.

"Credit Agreement Secured Parties" shall have the meaning assigned to such term in the First Lien Intercreditor Agreement.

"Credit Party" shall have the meaning assigned to such term in the U.S. Security Agreement.

"Default" shall mean a "Default" under and as defined in the Credit Agreement and any Additional First Lien Agreement.

"Default Rate" shall mean the interest rate applicable pursuant to Section 2.8(c) of the Credit Agreement.

"Event of Default" shall mean an "Event of Default" under and as defined in the Credit Agreement or any Additional First Lien Agreement.

"First Lien Intercreditor Effective Date" shall have the meaning assigned such term in the U.S. Security Agreement.

“First Lien Obligations” shall have the meaning assigned to such term in the U.S. Security Agreement.

“First Lien Secured Parties” shall have the meaning assigned to such term in the U.S. Security Agreement.

“Initial Additional Authorized Representative” shall have the meaning assigned to such term in the First Lien Intercreditor Agreement.

“Initial Additional First Lien Agreement” shall have the meaning assigned such term in the First Lien Intercreditor Agreement

“Initial Additional First Lien Secured Parties” shall have the meaning assigned to such term in the First Lien Intercreditor Agreement.

“Material Adverse Effect” shall mean a circumstance or condition affecting the business, assets, operations, properties or financial condition of the Parent Borrower and the Subsidiaries, taken as a whole, that would materially adversely affect (a) the ability of the Parent Borrower and the other Credit Parties, taken as a whole, to perform their payment obligations under the Credit Agreement, any of the other Credit Documents or any Additional First Lien Agreement or (b) the rights and remedies of the Collateral Agent and the First Lien Secured Parties.

“U.S. Security Agreement” shall have the meaning assigned to such term in the Credit Agreement.

2. Warranty of Title. Grantor warrants that it has good record title in fee simple to, or a valid leasehold interest in, the Real Estate, and good title to, or a valid leasehold interest in, the rest of the Trust Property, subject only to the matters that are set forth in Schedule B of the title insurance policy or policies (including date down endorsements issued in connection with such policy or policies), if any, being issued to Beneficiary to insure the lien of this Deed of Trust and Liens permitted under both the Credit Agreement and each Additional First Lien Agreement (collectively, the “Permitted Exceptions”). For the avoidance of doubt, any reference herein to Permitted Exceptions shall mean only Liens permitted to be outstanding under both the Credit Agreement (so long as it is in effect) and each Additional First Lien Agreement. Grantor shall warrant, defend and preserve such title and the lien of this Deed of Trust against all claims of all persons and entities (not including the holders of the Permitted Exceptions). Grantor represents and warrants that it has the right to mortgage or encumber the Trust Property.

3. Payment of First Lien Obligations. Grantor shall pay and perform the First Lien Obligations at the times and places and in the manner specified in the Credit Documents and each Additional First Lien Agreement.

4. Requirements. Grantor shall comply with all covenants, restrictions and conditions now or later of record which may be applicable to any of the Trust Property, or to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of any of the Trust Property, except where a failure to do so could not reasonably be expected to have a Material Adverse Effect.

5. Payment of Taxes and Other Impositions. (a) Except as may be permitted by the Credit Agreement and each Additional First Lien Agreement, Grantor shall, prior to the date on which any fine, penalty, interest or cost may be added thereto or imposed, pay and discharge all taxes, charges and assessments of every kind and nature, all charges for any easement or agreement maintained for the benefit of any of the Real Estate, all general and special assessments, levies, permits, inspection and license fees, all water and sewer rents and charges, all vault taxes and all other public charges even if unforeseen or extraordinary, imposed upon or assessed against or that may become a material lien on any of the Real Estate, or arising in respect of the occupancy, use or possession thereof, together with any penalties or interest on any of the foregoing (all of the foregoing are collectively referred to herein as the "Impositions"), except where the validity or amount thereof is being contested in good faith and by proper proceedings, so long as Grantor maintains adequate reserves (in the good faith judgment of the management of the Parent Borrower) with respect thereto in accordance with GAAP and the failure to pay could not reasonably be expected to result in a Material Adverse Effect. If by law any Imposition may be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), Grantor may elect to pay such Imposition in such installments and shall be responsible for the payment of such installments with interest, if any.

(b) Nothing herein shall affect any right or remedy of Trustee or Beneficiary under this Deed of Trust or otherwise, following the occurrence and during the continuance of an Event of Default, without notice or demand to Grantor, to pay any Imposition after the date such Imposition shall have become delinquent, and add to the First Lien Obligations the amount so paid, together with interest from the time of payment at the Default Rate. Any sums paid by Trustee or Beneficiary in discharge of any Impositions shall be (i) a lien on the Premises secured hereby prior to any right or title to, interest in, or claim upon the Premises subordinate to the lien of this Deed of Trust, and (ii) payable on demand by Grantor to Trustee or Beneficiary, as the case may be, together with interest at the Default Rate as set forth above.

6. Insurance. Grantor will keep or cause to be kept the Trust Property insured against such risks and shall purchase such additional insurance to the extent that is required from time to time pursuant to Section 9.3 of the Credit Agreement or any equivalent provision of Additional First Lien Agreement.

7. Restrictions on Liens and Encumbrances. Except for the lien of this Deed of Trust and the Permitted Exceptions and except as otherwise permitted under the terms of the Credit Agreement and each Additional First Lien Agreement, Grantor shall not further mortgage, nor otherwise encumber the Trust Property nor create or suffer to exist any lien, charge or encumbrance on the Trust Property, or any part thereof, whether superior or subordinate to the lien of this Deed of Trust and whether recourse or non-recourse.

8. Due on Sale and Other Transfer Restrictions. Except as expressly permitted under the Credit Agreement and each Additional First Lien Agreement, Grantor shall not sell, transfer, convey or assign all or any portion of, or any interest in, the Trust Property.

9. Condemnation/Eminent Domain. Promptly upon obtaining knowledge of the institution of any proceedings for the condemnation of the Trust Property, or any material portion thereof, Grantor will notify Beneficiary of the pendency of such proceedings. All awards

and proceeds relating to such condemnation shall be applied in the manner specified in the Credit Agreement and the Additional First Lien Agreements.

10. Leases. Except as expressly permitted under the Credit Agreement and each Additional First Lien Agreement, Grantor shall not (a) execute an assignment or pledge of any Lease relating to all or any portion of the Trust Property other than in favor of Beneficiary, or (b) execute or permit to exist any Lease of any of the Trust Property.

11. Further Assurances. To the extent required under the terms of the Credit Agreement or any Additional First Lien Agreement, to further assure Beneficiary's rights under this Deed of Trust, Grantor agrees promptly upon demand of Beneficiary to do any act or execute any additional documents (including, but not limited to, security agreements on any personalty included or to be included in the Trust Property and a separate assignment of each Lease in recordable form) as may be reasonably required by Beneficiary to confirm the lien of this Deed of Trust and all other rights or benefits conferred on Beneficiary by this Deed of Trust.

12. Beneficiary's Right to Perform. Upon the occurrence and during the continuance of an Event of Default, Beneficiary or Trustee, may, at any time upon 5 days' notice to Grantor (but shall be under no obligation to) pay or perform any delinquent obligations of Grantor hereunder, and the amount or cost thereof, with interest at the Default Rate, shall immediately be due from Grantor to Beneficiary or Trustee (as the case may be) and the same shall be secured by this Deed of Trust and shall be a lien on the Trust Property prior to any right, title to, interest in, or claim upon the Trust Property attaching subsequent to the lien of this Deed of Trust. No payment or advance of money by Beneficiary or Trustee under this Section shall be deemed or construed to cure Grantor's default or waive any right or remedy of Beneficiary or Trustee.

13. Remedies. (a) Upon the occurrence and during the continuance of any Event of Default, Beneficiary may immediately take such action, without notice or demand, as it deems advisable to protect and enforce its rights against Grantor and in and to the Trust Property, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such manner as Trustee or Beneficiary (as the case may be) may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Beneficiary:

(i) Beneficiary may elect to foreclose under power of sale, in which case Beneficiary shall execute and deliver to Trustee written declaration of default and demand for sale and written notice of default and of election to cause all or any part of the Trust Property to be sold, which notice Trustee shall cause to be filed for record; and after the lapse of such time as may then be required by law following the recordation of such notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Grantor, shall sell such Trust Property at the time and place fixed by it in such notice of sale, either as a whole or in separate parcels and in such order as Beneficiary may direct (Grantor waiving any right to direct the order of sale), at public auction to the highest bidder for cash in lawful money of the United States (or cash equivalents acceptable to Trustee to the extent permitted by applicable law), payable at the time of sale. Trustee may postpone the sale of all or any part of the Trust Property by public announcement at such time and place of sale, and from time to

time after any such postponement may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale its deed conveying the property so sold, but without any covenant or warranty, express or implied, and the recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustee, Beneficiary or any First Lien Secured Party, may purchase at such sale, and any bid by Beneficiary may be, in whole or in part in the form of cancellation of all or any part of the secured First Lien Obligations. Trustee shall receive the proceeds of such sale and, after retaining a reasonable commission for its services, together with reasonable attorneys fees incurred by the Trustee in such proceeding, apply such proceeds to the cost of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the First Lien Obligations secured hereby and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. If permitted by the then existing law relating to foreclosures, the Trustee may sell and convey the Trust Property under the power aforesaid, although the Trustee has been, may now be or may hereafter be attorney or agent or employee of the Beneficiary or any First Lien Secured Party with respect to the First Lien Obligations or with respect to any matter or business whatsoever. If permitted by the then existing law relating to foreclosures, Trustee may adjourn from time to time any sale by Trustee to be made under or by virtue of this Deed of Trust by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Trustee, without further notice or publication, except for any notice or publication as may be required by the then existing law, may make such sale at the time and place to which the same shall be adjourned;

(ii) Beneficiary may, to the extent permitted by applicable law, (A) institute and maintain an action of mortgage foreclosure against all or any part of the Trust Property, (B) institute and maintain an action on the Credit Documents or any Additional First Lien Agreement, (C) sell all or part of the Trust Property (Grantor expressly granting to Beneficiary the power of sale), or (D) take such other action at law or in equity for the enforcement of this Deed of Trust or any of the Credit Documents or any Additional First Lien Agreement as the law may allow. Beneficiary may proceed in any such action to final judgment and execution thereon for all sums due hereunder, together with interest thereon at the Default Rate and all costs of suit, including, without limitation, reasonable attorneys' fees and disbursements. Interest at the Default Rate, to the extent permitted by applicable law, shall be due on any judgment obtained by Beneficiary from the date of judgment until actual payment is made of the full amount of the judgment; and

(iii) Beneficiary may personally, or by its agents, attorneys and employees and without regard to the adequacy or inadequacy of the Trust Property or any other collateral as security for the First Lien Obligations enter into and upon the Trust Property and each and every part thereof and exclude

Grantor and its agents and employees therefrom without liability for trespass, damage or otherwise (Grantor hereby agreeing to surrender possession of the Trust Property to Beneficiary upon demand at any such time) and use, operate, manage, maintain and control the Trust Property and every part thereof. Following such entry and taking of possession, Beneficiary shall be entitled, without limitation, (x) to lease all or any part or parts of the Trust Property for such periods of time and upon such conditions as Beneficiary may, in its discretion, deem proper, (y) to enforce, cancel or modify any Lease and (z) generally to execute, do and perform any other act, deed, matter or thing concerning the Trust Property as Beneficiary shall deem appropriate as fully as Grantor might do.

(b) In case of a foreclosure sale, the Real Estate may be sold, at Beneficiary's election, in one parcel or in more than one parcel and Beneficiary is specifically empowered (without being required to do so, and in its sole and absolute discretion) to cause successive sales of portions of the Trust Property to be held.

(c) In the event of any breach of any of the covenants, agreements, terms or conditions contained in this Deed of Trust, Beneficiary, and to the extent permitted by applicable law and principles of equity, shall be entitled to enjoin such breach and obtain specific performance of any covenant, agreement, term or condition and Beneficiary shall have the right to invoke any equitable right or remedy as though other remedies were not provided for in this Deed of Trust.

(d) It is agreed that if an Event of Default shall occur and be continuing, any and all proceeds of the Trust Property received by Trustee or Beneficiary shall be held by Trustee for the Beneficiary for the benefit of the First Lien Secured Parties or by the Beneficiary for the benefit of the First Lien Secured Parties as collateral security for the First Lien Obligations (whether matured or unmatured), and shall be applied in payment of the First Lien Obligations in the manner set forth in Section 5.4 of the U.S. Security Agreement.

14. Right of Beneficiary to Credit Sale. Upon the occurrence of any sale made under this Deed of Trust, whether made under the power of sale or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, Beneficiary or any First Lien Secured Party may bid for and acquire the Trust Property or any part thereof. In lieu of paying cash therefor, Beneficiary may make settlement for the purchase price by crediting upon the First Lien Obligations or other sums secured by this Deed of Trust, the net sales price after deducting therefrom the expenses of sale and the cost of the action and any other sums which Beneficiary is authorized to deduct under this Deed of Trust; provided that such right shall be subject to the provisions of the First Lien Intercreditor Agreement. In such event, this Deed of Trust, the Credit Agreement, the U.S. Security Agreement, each Additional First Lien Agreement and all other documents evidencing expenditures secured hereby may be presented to the person or persons conducting the sale in order that the amount so used or applied may be credited upon the First Lien Obligations as having been paid.

15. Appointment of Receiver. If an Event of Default shall have occurred and be continuing, Beneficiary as a matter of right and without notice to Grantor, unless otherwise required by applicable law, and without regard to the adequacy or inadequacy of the Trust

Property or any other collateral or the interest of Grantor therein as security for the First Lien Obligations, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers or other manager of the Trust Property, without requiring the posting of a surety bond, and without reference to the adequacy of the value of the Trust Property or the solvency or insolvency of Grantor or any other party obligated for payment of all or any part of the First Lien Obligations, and whether or not waste has occurred with respect to the Trust Property, and Grantor hereby irrevocably consents to such appointment and waives notice of any application therefor (except as may be required by law). Any such receiver or receivers or manager shall have all the usual powers and duties of receivers in like or similar cases and all the powers and duties of Beneficiary in case of entry as provided in this Deed of Trust, including, without limitation and to the extent permitted by law, the right to enter into leases of all or any part of the Trust Property, and shall continue as such and exercise all such powers until the date of confirmation of sale of the Trust Property unless such receivership is sooner terminated.

16. Extension, Release, etc. (a) Without affecting the lien or charge of this Deed of Trust upon any portion of the Trust Property not then or theretofore released as security for the full amount of the First Lien Obligations, Beneficiary may, from time to time and without notice, agree to (i) release any person liable for the indebtedness borrowed or guaranteed under the Credit Documents and each Additional First Lien Agreement, (ii) extend the maturity or alter any of the terms of the indebtedness borrowed or guaranteed under the Credit Documents, each Additional First Lien Agreement or any other guaranty thereof, (iii) grant other indulgences, (iv) release or reconvey, or cause to be released or reconveyed at any time at Beneficiary's option any parcel, portion or all of the Trust Property, (v) take or release any other or additional security for any obligation herein mentioned, or (vi) make compositions or other arrangements with debtors in relation thereto.

(b) No recovery of any judgment by Beneficiary and no levy of an execution under any judgment upon the Trust Property or upon any other property of Grantor shall affect the lien of this Deed of Trust or any liens, rights, powers or remedies of Beneficiary hereunder, and such liens, rights, powers and remedies shall continue unimpaired.

(c) If Beneficiary shall have the right to foreclose this Deed of Trust or to direct the Trustee to exercise its power of sale, Grantor authorizes Beneficiary at its option to foreclose the lien of this Deed of Trust (or direct the Trustee to sell the Trust Property, as the case may be) subject to the rights of any tenants of the Trust Property. The failure to make any such tenants parties defendant to any such foreclosure proceeding and to foreclose their rights, or to provide notice to such tenants as required in any statutory procedure governing a sale of the Trust Property, or to terminate such tenant's rights in such sale will not be asserted by Grantor as a defense to any proceeding instituted by Beneficiary to collect the First Lien Obligations or to foreclose the lien of this Deed of Trust.

(d) Unless expressly provided otherwise, in the event that Beneficiary's interest in this Deed of Trust and title to the Trust Property or any estate therein shall become vested in the same person or entity, this Deed of Trust shall not merge in such title but shall continue as a valid lien on the Trust Property for the amount secured hereby.

17. Security Agreement under Uniform Commercial Code; Fixture Filing. (a) It is the intention of the parties hereto that this Deed of Trust shall constitute a "security agreement"

within the meaning of the Uniform Commercial Code (the "Code") of the State in which the Trust Property is located. If an Event of Default shall occur and be continuing, then in addition to having any other right or remedy available at law or in equity, Beneficiary shall have the option of either (i) proceeding under the Code and exercising such rights and remedies as may be provided to a secured party by the Code with respect to all or any portion of the Trust Property that is personal property (including, without limitation, taking possession of and selling such property) or (ii) treating such property as real property and proceeding with respect to both the real and personal property constituting the Trust Property in accordance with Beneficiary's and/or Trustee's rights, powers and remedies with respect to the Real Estate (in which event the default provisions of the Code shall not apply). If Beneficiary shall elect to proceed under the Code, then ten (10) days' notice of sale of the personal property shall be deemed reasonable notice and the reasonable expenses of retaking, holding, preparing for sale, selling and the like incurred by the Trustee and Beneficiary shall include, but not be limited to, attorneys' fees and legal expenses. At the Trustee's or Beneficiary's request, Grantor shall assemble the personal property and make it available to the Trustee or Beneficiary at a place designated by the Trustee or Beneficiary which is reasonably convenient to both parties.

(b) Certain portions of the Trust Property are or will become "fixtures" (as that term is defined in the Code) on the Land, and this Deed of Trust, upon being filed for record in the real estate records of the city or county wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Code upon such portions of the Trust Property that are or become fixtures. The real property to which the fixtures relate is described in Schedule A hereto. The record owner of the real property described in Schedule A hereto is Grantor. The name, type of organization and jurisdiction of organization of the debtor for purposes of this financing statement are the name, type of organization and jurisdiction of organization of the Grantor set forth in the first paragraph of this Deed of Trust, and the name of the secured party for purposes of this financing statement is the name of the Beneficiary set forth in the first paragraph of this Deed of Trust. The mailing address of the Grantor/debtor is the address of the Grantor set forth in the first paragraph of this Deed of Trust. The mailing address of the Beneficiary/secured party from which information concerning the security interest hereunder may be obtained is the address of the Beneficiary set forth in the first paragraph of this Deed of Trust.

18. Assignment of Rents. (a) Grantor hereby assigns to Beneficiary, and confirms its prior assignment to Beneficiary of, the Rents as further security for the payment of and performance of the First Lien Obligations, and Grantor grants to Beneficiary, and confirms its prior assignment to Beneficiary of, the right to enter the Trust Property for the purpose of collecting the same and to let the Trust Property or any part thereof, and to apply the Rents on account of the First Lien Obligations. The foregoing assignment and grant is present and absolute and shall continue in effect until the First Lien Obligations are fully paid and performed, but Beneficiary hereby waives the right to enter the Trust Property for the purpose of collecting the Rents and Grantor shall be entitled to collect, receive, use and retain the Rents unless an Event of Default has occurred and for so long as such Event of Default continues; such right of Grantor to collect, receive, use and retain the Rents may be revoked by Beneficiary upon the occurrence and during the continuance of any Event of Default by giving not less than five days' written notice of such revocation to Grantor. In the event such notice is given, Grantor shall pay over to Beneficiary, or to any receiver appointed to collect the Rents, any lease security deposits, and shall pay monthly in advance to Beneficiary, or to any such receiver, the fair and reasonable



rental value as determined by Beneficiary for the use and occupancy of such part of the Trust Property as may be in the possession of Grantor or any affiliate of Grantor, and upon default in any such payment Grantor and any such affiliate will vacate and surrender the possession of the Trust Property to Beneficiary or to such receiver, and in default thereof may be evicted by summary proceedings or otherwise. Grantor shall not accept prepayments of installments of Rent to become due for a period of more than one month in advance (except for security deposits and estimated payments of percentage rent, if any).

(b) Grantor has not affirmatively done any act that would prevent Beneficiary from, or limit Beneficiary in, acting under any of the provisions of the foregoing assignment.

(c) Except for any matter disclosed in the Credit Agreement and each Additional First Lien Agreement, no action has been brought or, so far as is known to Grantor, is threatened, that would interfere in any way with the right of Grantor to execute the foregoing assignment and perform all of Grantor's obligations contained in this Section and in the Leases.

19. Additional Rights. The holder of any subordinate lien or subordinate deed of trust on the Trust Property shall have no right to terminate any Lease whether or not such Lease is subordinate to this Deed of Trust nor shall Grantor consent to any holder of any subordinate lien or subordinate deed of trust joining any tenant under any Lease in any trustee's sale or action to foreclose such subordinate lien or modify, interfere with, disturb or terminate the rights of any tenant under any Lease. By recordation of this Deed of Trust all subordinate lienholders and the trustees and beneficiaries under subordinate mortgages are subject to and notified of this provision, and any action taken by any such lienholder or beneficiary contrary to this provision shall be null and void. Any such application shall not be construed to cure or waive any Default or Event of Default or invalidate any act taken by Beneficiary on account of such Default or Event of Default.

20. Notices. All notices, requests and demands to or upon the Beneficiary or the Grantor hereunder shall be effected in the manner provided for in Section 14.2 of the Credit Agreement (whether or not then in effect) and all notices to any holder of obligations under any Additional First Lien Agreements, at its address set forth in the Additional First Lien Secured Party Consent; provided that any such notice, request or demand to or upon Grantor shall be addressed to Grantor at its address set forth above.

21. No Oral Modification. This Deed of Trust may not be amended, supplemented or otherwise modified except in accordance with the provisions of Section 14.1 of the Credit Agreement, Article 9 of the Indenture and the applicable provisions of each Additional First Lien Agreement or as otherwise provided in the First Lien Intercreditor Agreement. Any agreement made by Grantor and Beneficiary after the date of this Deed of Trust relating to this Deed of Trust shall be superior to the rights of the holder of any intervening or subordinate lien or encumbrance. Trustee's execution of any written agreement between Grantor and Beneficiary shall not be required for the effectiveness thereof as between Grantor and Beneficiary.

22. Partial Invalidity. In the event any one or more of the provisions contained in this Deed of Trust 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. Notwithstanding anything to the contrary contained in this Deed of Trust or in any provisions of any Credit Document or any Additional First Lien Agreement, the obligations of Grantor and of any other obligor under any Credit Documents or any Additional First Lien Agreement shall be subject to the limitation that the First Lien Secured Party shall not charge, take or receive, nor shall Grantor or any other obligor be obligated to pay to the First Lien Secured Parties, any amounts constituting interest in excess of the maximum rate permitted by law to be charged.

23. Grantor's Waiver of Rights. (a) Grantor hereby voluntarily and knowingly releases and waives any and all rights to retain possession of the Trust Property upon the occurrence and during the continuance of an Event of Default and any and all rights of redemption from sale under any order or decree of foreclosure (whether full or partial), pursuant to rights, if any, therein granted, as allowed under any applicable law, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirectly) by, through or under Grantor and on behalf of each and every person acquiring any interest in the Trust Property subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Grantor and all such other persons are and shall be deemed to be hereby waived to the fullest extent permitted by applicable law or replacement statute. To the fullest extent permitted by applicable law, Grantor shall not invoke or utilize any such law or laws or otherwise hinder, delay, or impede the execution of any right, power, or remedy herein or otherwise granted or delegated to Beneficiary, but shall permit the execution of every such right, power, and remedy as though no such law or laws had been made or enacted.

(b) To the fullest extent permitted by law, Grantor waives the benefit of all laws now existing or that may subsequently be enacted providing for (i) any appraisal before sale of any portion of the Trust Property, (ii) any extension of the time for the enforcement of the collection of the First Lien Obligations or the creation or extension of a period of redemption from any sale made in collecting such debt and (iii) exemption of the Trust Property from attachment, levy or sale under execution or exemption from civil process. To the full extent Grantor may do so, Grantor agrees that Grantor will not at any time insist upon, plead, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisal, valuation, stay, exemption, extension or redemption, or requiring foreclosure of this Deed of Trust before exercising any other remedy granted hereunder and Grantor, for Grantor and its successors and assigns, and for any and all persons ever claiming any interest in the Trust Property, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisal, stay of execution, notice of election to mature (except as expressly provided in the Credit Agreement and any Additional First Lien Agreement) or declare due the whole of the secured indebtedness and marshalling in the event of exercise by Trustee or Beneficiary of the foreclosure rights, power of sale, or other rights hereby created.

24. Remedies Not Exclusive. Beneficiary and Trustee shall be entitled to enforce payment and performance of the First Lien Obligations and to exercise all rights and powers under this Deed of Trust, any of the other Credit Documents, any Additional First Lien Agreement or other agreement or any laws now or hereafter in force, notwithstanding some or all of the First Lien Obligations may now or hereafter be otherwise secured, whether by deed of trust, mortgage, security agreement, pledge, lien, assignment or otherwise. Neither the acceptance of this Deed of Trust nor its enforcement, shall prejudice or in any manner affect Beneficiary's or Trustee's right to realize upon or enforce any other security now or hereafter

held by Beneficiary or Trustee, it being agreed that Beneficiary and Trustee shall be entitled to enforce this Deed of Trust and any other security now or hereafter held by Beneficiary or Trustee in such order and manner as Beneficiary or Trustee may determine in its absolute discretion. No remedy herein conferred upon or reserved to Trustee or Beneficiary is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by any of the Credit Documents or any Additional First Lien Agreement to Beneficiary or Trustee or to which either may otherwise be entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Beneficiary or Trustee, as the case may be. In no event shall Beneficiary or Trustee, in the exercise of the remedies provided in this Deed of Trust (including, without limitation, in connection with the assignment of Rents to Beneficiary, or the appointment of a receiver and the entry of such receiver on to all or any part of the Trust Property), be deemed a "mortgagee in possession," and neither Beneficiary nor Trustee shall in any way be made liable for any act, either of commission or omission, in connection with the exercise of such remedies.

25. Multiple Security. If (a) the Premises shall consist of one or more parcels, whether or not contiguous and whether or not located in the same city or county, or (b) in addition to this Deed of Trust, Beneficiary shall now or hereafter hold or be the beneficiary of one or more additional mortgages, liens, deeds of trust or other security (directly or indirectly) for the First Lien Obligations upon other property in the State in which the Premises are located (whether or not such property is owned by Grantor or by others) or (c) both the circumstances described in clauses (a) and (b) shall be true, then to the fullest extent permitted by law, Beneficiary may, at its election, commence or consolidate in a single trustee's sale or foreclosure action all trustee's sale or foreclosure proceedings against all such collateral securing the First Lien Obligations (including the Trust Property), which action may be brought or consolidated in the courts of, or sale conducted in, any city or county in which any of such collateral is located. Grantor acknowledges that the right to maintain a consolidated trustee's sale or foreclosure action is a specific inducement to Beneficiary and the other First Lien Secured Parties to extend the indebtedness borrowed pursuant to or guaranteed by the Credit Documents or any Additional First Lien Agreement, and Grantor expressly and irrevocably waives any objections to the commencement or consolidation of the foreclosure proceedings in a single action and any objections to the laying of venue or based on the grounds of forum non conveniens which it may now or hereafter have. Grantor further agrees that if Trustee or Beneficiary shall be prosecuting one or more foreclosure or other proceedings against a portion of the Trust Property or against any collateral other than the Trust Property, which collateral directly or indirectly secures the First Lien Obligations, or if Beneficiary shall have obtained a judgment of foreclosure and sale or similar judgment against such collateral (or, in the case of a trustee's sale, shall have met the statutory requirements therefor with respect to such collateral), then, whether or not such proceedings are being maintained or judgments were obtained in or outside the State in which the Premises are located, Beneficiary may commence or continue any foreclosure proceedings and exercise its other remedies granted in this Deed of Trust against all or any part of the Trust Property and Grantor waives any objections to the commencement or continuation of a foreclosure of this Deed of Trust or exercise of any other remedies hereunder based on such other proceedings or judgments, and waives any right to seek to dismiss, stay, remove, transfer or consolidate either any action under this Deed of Trust or such other proceedings on such basis. The commencement or continuation of proceedings to sell the Trust Property in a trustee's sale to foreclose this Deed of Trust, or the exercise of any other rights hereunder or the recovery of

any judgment by Beneficiary in any such proceedings or the occurrence of any sale by the Trustee in any such proceedings shall not prejudice, limit or preclude Beneficiary's right to commence or continue one or more trustee's sales, foreclosure or other proceedings or obtain a judgment against (or, in the case of a trustee's sale, to meet the statutory requirements for, any such sale of) any other collateral (either in or outside the State in which the Premises are located) which directly or indirectly secures the First Lien Obligations, and Grantor expressly waives any objections to the commencement of, continuation of, or entry of a judgment in such other sales or proceedings or exercise of any remedies in such sales or proceedings based upon any action or judgment connected to this Deed of Trust, and Grantor also waives any right to seek to dismiss, stay, remove, transfer or consolidate either such other sales or proceedings or any sale or action under this Deed of Trust on such basis. It is expressly understood and agreed that to the fullest extent permitted by law, Beneficiary may, at its election, cause the sale of all collateral that is the subject of a single foreclosure action at either a single sale or at multiple sales conducted simultaneously and take such other measures as are appropriate in order to effect the agreement of the parties to dispose of and administer all collateral securing the First Lien Obligations (directly or indirectly) in the most economical and least time-consuming manner.

26. Successors and Assigns. All covenants of Grantor contained in this Deed of Trust are imposed solely and exclusively for the benefit of Beneficiary, the First Lien Secured Parties, Trustee and their respective successors and assigns, and no other person or entity shall have standing to require compliance with such covenants or be deemed, under any circumstances, to be a beneficiary of such covenants, any or all of which may be freely waived in whole or in part by Beneficiary (and/or Trustee, at Beneficiary's direction) at any time if in the sole discretion of either of them such a waiver is deemed advisable. All such covenants of Grantor shall run with the land and bind Grantor, the successors and assigns of Grantor (and each of them) and all subsequent owners, encumbrancers and tenants of the Trust Property, and shall inure to the benefit of Trustee, Beneficiary, the First Lien Secured Parties and their respective successors and assigns. The word "Grantor" shall be construed as if it read "Grantors" whenever the sense of this Deed of Trust so requires and if there shall be more than one Grantor, the obligations of the Grantors shall be joint and several.

27. No Waivers, etc. Any failure by Beneficiary to insist upon the strict performance by Grantor of any of the terms and provisions of this Deed of Trust shall not be deemed to be a waiver of any of the terms and provisions hereof, and Beneficiary, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by Grantor of any and all of the terms and provisions of this Deed of Trust to be performed by Grantor. Beneficiary may release, regardless of consideration and without the necessity for any notice to or consent by the holder of any subordinate lien on the Trust Property, any part of the security held for the obligations secured by this Deed of Trust without, as to the remainder of the security, in any way impairing or affecting the lien of this Deed of Trust or the priority of such lien over any subordinate lien or deed of trust.

28. Governing Law, etc. This Deed of Trust shall be governed by and construed and interpreted in accordance with the laws of the State in which the Trust Property is located, except that Grantor expressly acknowledges that by their respective terms the Credit Agreement, the U.S. Guarantee, the U.S. Security Agreement and any Additional First Lien Agreement shall be governed and construed in accordance with the laws of the State of New York, and for purposes of consistency, Grantor agrees that in any in personam proceeding related to this Deed of Trust

the rights of the parties to this Deed of Trust shall also be governed by and construed in accordance with the laws of the State of New York governing contracts made and to be performed in that State.

29. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Deed of Trust shall be used interchangeably in singular or plural form and the word "Grantor" shall mean "each Grantor or any subsequent owner or owners of the Trust Property or any part thereof or interest therein," the word "Beneficiary" shall mean "Beneficiary or any successor agent for the First Lien Secured Parties," the word "Trustee" shall mean "Trustee and any successor trustee hereunder," the word "person" shall include any individual, corporation, partnership, limited liability company, trust, unincorporated association, government, governmental authority, or other entity, and the words "Trust Property" shall include any portion of the Trust Property or interest therein. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa. The captions in this Deed of Trust are for convenience of reference only and in no way limit or amplify the provisions hereof.

30. Duty of Beneficiary; Authority of BeneficiaryThe Beneficiary's sole duty with respect to the custody, safekeeping and physical preservation of the Trust Property that is in its possession, or otherwise, shall be to deal with it in the same manner as the Beneficiary deals with similar property for its own account. Neither the Beneficiary, any First Lien Secured Party nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Trust Property or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Trust Property upon the request of Grantor or any other Person or to take any other action whatsoever with regard to the Trust Property or any part thereof. The powers conferred on the Beneficiary and the Trustee hereunder are solely to protect the Trustee's, the Beneficiary's and the First Lien Secured Parties' interests in the Trust Property and shall not impose any duty upon the Beneficiary or any First Lien Secured Party to exercise any such powers. The Beneficiary and the First Lien Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

(b) Grantor acknowledges that the rights and responsibilities of the Beneficiary under this Deed of Trust with respect to any action taken by the Beneficiary or the exercise or non-exercise by the Beneficiary of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Deed of Trust shall, as between the Beneficiary and the First Lien Secured Parties, be governed by the Credit Agreement, the Additional First Lien Agreements, the First Lien Intercreditor Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Beneficiary and Grantor, the Beneficiary shall be conclusively presumed to be acting as agent for the First Lien Secured Parties with full and valid authority so to act or refrain from acting, and Grantor shall be under no obligation, or entitlement, to make any inquiry respecting such authority.

31. Last Dollars Secured; Priority. To the extent that this Deed of Trust secures only a portion of the indebtedness owing or that may be owing by Grantor to the First Lien Secured Parties, the parties agree that any payments or repayments of such indebtedness shall be and be deemed to be applied first to the portion of the indebtedness that is not secured hereby, it being the parties' intent that the portion of the indebtedness last remaining unpaid shall be secured hereby. If at any time this Deed of Trust shall secure less than all of the principal amount of the First Lien Obligations, it is expressly agreed that any repayments of the principal amount of the First Lien Obligations shall not reduce the amount of the lien of this Deed of Trust until the lien amount shall equal the principal amount of the First Lien Obligations outstanding.

32. Enforcement Expenses; Indemnification. (a) Grantor agrees to pay, or reimburse each First Lien Secured Party and the Beneficiary for, all its costs and expenses incurred in collecting against Grantor or otherwise enforcing or preserving any rights under this Deed of Trust, including, without limitation, the reasonable fees and disbursements of counsel to each First Lien Secured Party and of counsel to the Beneficiary.

(b) Grantor agrees to pay, and to save the Beneficiary and the First Lien Secured Parties harmless from, any and all liabilities with respect to, or resulting from any delay in paying, any and all stamp, excise, sales or other taxes that may be payable or determined to be payable with respect to any of the Trust Property or in connection with any of the transactions contemplated by this Deed of Trust.

(c) Grantor agrees to pay, and to save the Beneficiary and the First Lien Secured Parties harmless from, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever with respect to the execution, delivery, enforcement, performance and administration of this Deed of Trust to the extent the Parent Borrower would be required to do so pursuant to Section 14.5 of the Credit Agreement or any comparable section of any Additional First Lien Agreement (in each case, whether or not then in effect).

(d) The agreements in this Section shall survive repayment of the Obligations and all other amounts payable under the Credit Agreement, the other Credit Documents and any Additional First Lien Agreement.

33. Release. If any of the Trust Property shall be sold, transferred or otherwise disposed of by any Grantor in a transaction permitted by the Credit Agreement and each Additional First Lien Agreement and the Net Cash Proceeds are applied in accordance with any applicable requirement of the First Lien Intercreditor Agreement, Credit Agreement, and each Additional First Lien Agreement, then the Beneficiary, at the request and sole expense of such Grantor, shall execute and deliver to such Grantor all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Trust Property. The Grantor shall deliver to the Beneficiary, at least five Business Days prior to the date of the proposed release, a written request for release identifying the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Grantor stating that such transaction is in compliance with, and permitted by, the Credit Agreement, the other Credit Documents, each Additional First Lien Agreement and the First Lien Intercreditor Agreement.

34. Substitute Trustee. In case of the resignation of the Trustee, or the inability (through death or otherwise), refusal or failure of the Trustee to act, or at the option of Beneficiary or the holder(s) of a majority of the First Lien Obligations for any other reason (which reason need not be stated), a substitute Trustee ("Substitute Trustee") may be named, constituted and appointed by Beneficiary or the holder(s) of a majority of the First Lien Obligations, without other formality than an appointment and designation in writing, which appointment and designation shall be full evidence of the right and authority to make the same and of all facts therein recited, and this conveyance shall vest in the Substitute Trustee the title, powers and duties herein conferred on the Trustee originally named herein, and the conveyance of the Substitute Trustee to the purchaser(s) at any sale of the Trust Property of any part thereof shall be equally valid and effective. The right to appoint a Substitute Trustee shall exist as often and whenever from any of said causes, the Trustee, original or Substitute Trustee, resigns or cannot, will not or does not act, or Beneficiary or the holder(s) of a majority of the First Lien Obligations desires to appoint a new Trustee. No bond shall ever be required of the Trustee, original or Substitute Trustee. The recitals in any conveyance made by the Trustee, original or Substitute, shall be accepted and construed in court and elsewhere as prima facie evidence and proof of the facts recited, and no other proof shall be required as to the request by Beneficiary or the holders(s) of a majority of First Lien Obligations to the Trustee to enforce this Deed of Trust, or as to the notice of or holding of the sale, or as to any particulars thereof, or as to the resignation of the Trustee, original or Substitute, or as to the inability, refusal or failure of the Trustee, original or Substitute Trustee, to act, or as to the election of Beneficiary or the holder(s) of a majority of the First Lien Obligations to appoint a new Trustee, or as to appointment of a Substitute Trustee, and all prerequisites of said sale shall be presumed to have been performed; and each sale made under the powers herein granted shall be a perpetual bar against Grantor and the heirs, personal representatives, successors and assigns of Grantor. Trustee, original or Substitute, is hereby authorized and empowered to appoint any one or more persons as attorney-in-fact to act as Trustee under it and in its name, place and stead in order to take any actions that Trustee is authorized and empowered to do hereunder, such appointment to be evidenced by an instrument signed and acknowledged by said Trustee, original or Substitute Trustee; and all acts done by said attorney-in-fact shall be valid, lawful and binding as if done by said Trustee, original or Substitute Trustee, in person.

35. Indemnification of Trustee. Except for gross negligence or willful misconduct, Trustee shall not be liable for any act or omission or error of judgment. Trustee may rely on any document believed by it in good faith to be genuine. All money received by Trustee shall, until used or applied as herein provided, be held in trust, and Trustee shall not be liable for interest thereon. Grantor shall indemnify Trustee against all liability and expenses that it may incur in the performance of its duties hereunder except for gross negligence or willful misconduct.

36. Acceptance by Trustee. Trustee accepts its duties and obligations under this Deed of Trust, the Credit Documents and each Additional First Lien Agreement when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law.

37. First Lien Intercreditor Agreement. Notwithstanding anything herein to the contrary, on and after the First Lien Intercreditor Effective Date (i) the liens and security interests granted to the Collateral Agent pursuant to this Deed of Trust are expressly subject to the First Lien Intercreditor Agreement and (ii) the exercise of any right or remedy by the

Beneficiary hereunder is subject to the limitations and provisions of the First Lien Intercreditor Agreement. In the event of any conflict between the terms of the First Lien Intercreditor Agreement and the terms of this Deed of Trust, the terms of the First Lien Intercreditor Agreement shall govern.

38. Counterparts. This Deed of Trust 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.



This Deed of Trust has been duly executed by Grantor and Beneficiary as of the date first above written and is intended to be effective as of such date.

TIMPANOGOS REGIONAL MEDICAL SERVICES, INC.  
as Grantor

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

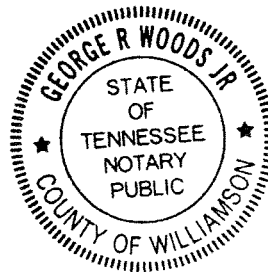
ACKNOWLEDGMENT

STATE OF TENNESSEE            )  
  )  
COUNTY OF DAVIDSON         )        ss:

On this 17 day of June, 2009, W. Mark Kimbrough, who, being by me duly sworn, did say that he 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 acknowledged to me that said corporation executed the same.

Notary Public George R Woods Jr  
10/5/10


Seal:



TIMPANOGOS REGIONAL MEDICAL SERVICES, INC. DEED OF TRUST - UT

This Deed of Trust has been duly executed by Grantor and Beneficiary as of the date first above written and is intended to be effective as of such date.

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

By:   
Name: David H. Strickert  
Title: Senior Vice President

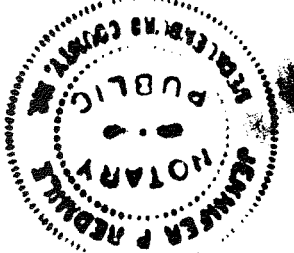
ACKNOWLEDGMENT

STATE OF NORTH CAROLINA )  
  )      ss:  
COUNTY OF MECKLENBURG )

On this 17 day of June, 2009, David H. Strickert, who, being by me duly sworn, did say that he is the Senior Vice President of BANK OF AMERICA, N.A., 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.

Notary Public Jennifer P. Redmile  
Jennifer P. Redmile

Seal:



My Commission Expires February 2, 2013

Timpanogos Regional Medical Services, Inc. Deed of Trust

Schedule ADescription of the 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.