HCA Healthcare, Inc.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction of Incorporation) 001-11239 27-3865930
Commission File Number I.R.S. Employer Identification No.

One Park Plaza, Nashville, Tennessee
(Address of Principal Executive Offices) 37203
(Zip Code)

(615) 344-9551
(Registrant’s Telephone Number, Including Area Code)

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<table>
<thead>
<tr>
<th>Title of each Class</th>
<th>Trading Symbol(s)</th>
<th>Name of each exchange on which registered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Common Stock, $.01 par value per share</td>
<td>HCA</td>
<td>New York Stock Exchange</td>
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Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐
Item 8.01 Other Events.

On June 5, 2019, HCA Healthcare, Inc. (the “Registrant” or the “Parent Guarantor”), HCA Inc., a wholly owned subsidiary of the Registrant (the “Issuer”), and certain subsidiary guarantors of the Issuer entered into an underwriting agreement (the “Underwriting Agreement”) with BofA Securities, Inc., Citigroup Global Markets Inc., and J.P. Morgan Securities LLC as representatives of the several underwriters named therein, for the issuance and sale by the Issuer of $5,000,000,000 aggregate principal amount of senior secured notes (collectively, the “Notes”) in the following tranches:

- $2,000,000,000 aggregate principal amount of 4⅜% Senior Secured Notes due 2029;
- $1,000,000,000 aggregate principal amount of 5⅔% Senior Secured Notes due 2039; and
- $2,000,000,000 aggregate principal amount of 5⅔% Senior Secured Notes due 2049.

The Notes will be guaranteed on a senior unsecured basis by the Parent Guarantor and on a senior secured basis by certain of the Issuer’s subsidiaries, and will be issued and sold pursuant to the Registrant’s Registration Statement on Form S-3 (File No. 333-226709) and a related preliminary prospectus supplement dated June 5, 2019.

The description of the Underwriting Agreement is qualified in its entirety by the terms of such agreement, which is incorporated herein by reference and attached to this report as Exhibit 1.1.

On June 5, 2019, the Issuer provided notice of its election to redeem (the “Redemption”) all $600 million aggregate principal amount outstanding of its existing 4.25% Senior Secured Notes due 2019, all $3.000 billion aggregate principal amount of its existing 6.50% Senior Secured Notes due 2020 and all $1.350 billion aggregate principal amount of its existing 5.875% Senior Secured Notes due 2022 (collectively, the “Redeemed Notes”). The Redeemed Notes will be redeemed on July 5, 2019 (the “Redemption Date”). The Issuer’s obligation to complete the Redemption is conditioned upon the receipt prior to the Redemption Date by the Issuer of at least $4.500 billion in net proceeds from the sale and issuance of the Notes pursuant to the Underwriting Agreement. This Current Report on Form 8-K does not constitute a notice of redemption of the Redeemed Notes.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

<table>
<thead>
<tr>
<th>Exhibit No.</th>
<th>Description</th>
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Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

HCA HEALTHCARE, INC. (Registrant)

By: /s/ J. William B. Morrow

J. William B. Morrow
Senior Vice President – Finance and Treasurer

Date: June 7, 2019
BofA Securities, Inc.
Citigroup Global Markets Inc.
J.P. Morgan Securities LLC

As Representatives of the Underwriters

c/o BofA Securities, Inc.
One Bryant Park
New York, New York 10036

Ladies and Gentlemen:

HCA Inc., a Delaware corporation (the “Company”), proposes to issue and sell to the several parties named in Schedule I hereto (each an “Underwriter” and together, the “Underwriters”), for whom you (the “Representatives”) are acting as representatives, the respective amounts set forth in such Schedule I of (i) $2,000,000,000 aggregate principal amount of its 4 1/8% Senior Secured Notes due 2029 (the “2029 Securities”), (ii) $1,000,000,000 aggregate principal amount of its 5 1/8% Senior Secured Notes due 2039 (the “2039 Securities”) and (iii) $2,000,000,000 aggregate principal amount of its 5 1/4% Senior Secured Notes due 2049 (the “2049 Securities and, together with the 2029 Securities and the 2039 Securities, the “Securities”).

The Securities will be issued pursuant to a base indenture, dated August 1, 2011, among the Company, HCA Healthcare, Inc., a Delaware corporation and the Company’s parent (the “Parent Guarantor”), Delaware Trust Company (as successor to Law Debenture Trust Company of New York), as trustee (in such capacity, the “Trustee”), and Deutsche Bank Trust Company Americas, as registrar, paying agent and transfer agent (the “Registrar”) (the “Base Indenture”), as supplemented by (i) with respect to the 2029 Securities, the twenty-third supplemental indenture relating to the 2029 Securities, to be dated June 12, 2019, among the Company, the Guarantors (as defined below), the Trustee and the Registrar (the Base Indenture as so supplemented, the “2029 Securities Indenture”), (ii) with respect to the 2039 Securities, the twenty-fourth supplemental indenture relating to the 2039 Securities, to be dated June 12, 2019, among the Company, the Guarantors, the Trustee and the Registrar (the Base Indenture as so supplemented, the “2039 Securities Indenture”) and (iii) with respect to the 2049 Securities, the twenty-fifth supplemental indenture relating to the 2049 Securities, to be dated June 12, 2019, among the Company, the Guarantors, the Trustee and the Registrar (the Base Indenture as so supplemented, the “2049 Securities Indenture” and, together with the 2029 Securities Indenture and the 2039 Securities Indenture, each, an “Indenture” and together, the “Indentures”).

The Securities will be unconditionally guaranteed (i) jointly and severally, on a senior secured basis (the “Subsidiary Guarantees”) by each of the Company’s subsidiaries (as defined in Section 18 hereof) that guarantee the Company’s obligations under the senior secured credit facilities (with the exception of the subsidiaries that guarantee only the asset-based revolving credit facility)
In connection with the offer and sale of the Securities, the Company and the Guarantors have prepared and filed with the Securities and Exchange Commission (the “Commission”) a registration statement on Form S-3 (File No. 333-226709), which registration statement contains a base prospectus relating to the debt securities, including the Securities, to be issued from time to time by the Company (the “Base Prospectus”). The Company has also filed or proposed to file, with the Commission pursuant to Rule 424 under the Act a prospectus supplement specifically relating to the Securities (the “Prospectus Supplement”). Such registration statement, including any required information deemed to be a part thereof at the time of effectiveness pursuant to Rule 430A, 430B or 430C under the Act (the “Rule 430 Information”), is called the “Registration Statement.” The term “Prospectus” shall mean the Base Prospectus as supplemented by the Prospectus Supplement specifically relating to the Securities in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Act) in connection with the confirmation and sales of the Securities, and the term “Preliminary Prospectus” means the preliminary prospectus supplement specifically relating to the Securities together with the Base Prospectus. Any reference herein to the Registration Statement, the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Act as of the effective date of the Registration Statement or the date of such Preliminary Prospectus or Prospectus as the case may be; any reference to any amendment or supplement to the Registration Statement, the Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed after the date of such Registration Statement, any Preliminary Prospectus or Prospectus, as the case may be, under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (collectively, the “Exchange Act”), and incorporated by reference in such Registration Statement, any Preliminary Prospectus or Prospectus, as the case may be. The term “Disclosure Package” shall mean (i) a Preliminary Prospectus dated June 5, 2019 (the “Pricing Prospectus”) and (ii) any “free writing prospectus” as defined in Rule 405 of the Act identified in Annex A hereto, which shall include the term sheet prepared pursuant to Section 5 hereto (the “Pricing Term Sheet”), which were available to purchasers at or prior to the time when sales of the Securities were first made (the “Applicable Time”). For purposes of this Agreement, all references to the Registration Statement, any Preliminary Prospectus, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system (“EDGAR”) or its Interactive Data Electronic Applications system.

For the purposes of this Agreement, the term “Transaction” means, collectively, the offering of the Securities and the use of proceeds therefrom described herein and in the Disclosure Package and the Prospectus.

1. Representations and Warranties. As of the date hereof and at the Closing Date (as defined below), the Company and the Guarantors, jointly and severally, represent and warrant to each Underwriter as follows (unless the context otherwise indicates, references in this Section 1 to the “Prospectus” are to (x) the Disclosure Package in the case of representations and warranties made as of the
date hereof and (y) both the Disclosure Package and the Prospectus in the case of representations and warranties made as of the Closing Date):

(a) No order preventing or suspending the use of any Preliminary Prospectus has been issued by the Commission, and each Preliminary Prospectus, at the time of filing thereof, complied in all material respects with the Act and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company and the Guarantors make no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company or the Guarantors in writing by such Underwriter through the Representatives, expressly for use in any Preliminary Prospectus.

(b) At the Applicable Time, the Disclosure Package does not and, on the Closing Date, as then amended or supplemented, will not, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company and the Guarantors make no representation or warranty as to the information contained in or omitted from the Disclosure Package in reliance upon and in conformity with information furnished in writing to the Company or the Guarantors by or on behalf of the Underwriters through the Representatives specifically for inclusion therein.

(c) The Company (including its agents and representatives, other than the Underwriters in their capacity as such) has not prepared, made, used, authorized, approved or referred to and will not prepare, make, use, authorize, approve or refer to any “written communication” (as defined in Rule 405 under the Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Company or its agents and representatives (other than a communication referred to in clauses (i) (ii) and (iii) below), an “Issuer Free Writing Prospectus”) other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Act or Rule 134 under the Act, (ii) the Preliminary Prospectus, (iii) the Prospectus, (iv) the documents identified in Annex A (including the Pricing Term Sheet) and (v) any electronic road show or other written communications, in each case approved in writing in advance by the Representatives. Each such Issuer Free Writing Prospectus complied in all material respects with the Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Act (to the extent required thereby) and, when taken together with the Pricing Prospectus, did not, and at the Closing Date, as then amended or supplemented, will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company and the Guarantors make no representation or warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Company or the Guarantors in writing by such Underwriter through the Representatives expressly for use in any Issuer Free Writing Prospectus.
(d) The Registration Statement is an “automatic shelf registration statement” as defined under Rule 405 of the Act that has been filed with the Commission not earlier than three years prior to the date hereof; and no notice of objection of the Commission to the use of such Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act has been received by the Company. No order suspending the effectiveness of the Registration Statement has been issued by the Commission and no proceeding for that purpose or pursuant to Section 8A of the Act against the Company or related to the offering of the Securities has been initiated or threatened by the Commission; as of the effective date of the Registration Statement, the Registration Statement complied in all material respects with the Act and the Trust Indenture Act, and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; and as of the date of the Prospectus and any amendment or supplement thereto and as of the Closing Date, the Prospectus, as then amended or supplemented, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that the Company and the Guarantors make no representation or warranty with respect to (i) that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act or (ii) any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company or the Guarantors in writing by such Underwriter through the Representative expressly for use in the Registration Statement and the Prospectus and any amendment or supplement thereto.

(e) None of the Company or any of the Guarantors or other Significant Subsidiaries (as defined below) is or, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in each of the Registration Statement, the Disclosure Package and the Prospectus, will be an “investment company” as defined in the Investment Company Act, without taking account of any exemption arising out of the number of holders of the Company’s securities.

(f) None of the Parent Guarantor, the Company or any of its subsidiaries or any of its Affiliates has taken or will take, directly or indirectly, any action designed to or that has constituted or that would reasonably be expected to cause or result, under the Exchange Act or otherwise, in stabilization or manipulation of the price of any security of the Company or any of its subsidiaries to facilitate the sale or resale of the Securities.

(g) Except as otherwise stated therein, since the respective dates as of which information is given in any of the Registration Statement, the Disclosure Package or the Prospectus, there has been no material adverse change in the condition (financial or otherwise), business or results of operations of the Parent Guarantor, the Company or their subsidiaries taken as a whole.

(h) Each of the Parent Guarantor, the Company and its subsidiaries has been duly organized and is validly existing as an entity in good standing under the laws of the jurisdiction in which it is chartered or organized with full corporate or other organizational power and authority to own or lease, as the case may be, and to operate its properties and conduct its business as described in the Registration Statement, the Disclosure Package and the Prospectus, and is duly qualified to do business as a foreign corporation or other entity and is in good standing under the laws of each jurisdiction where the ownership or leasing of its properties or the conduct of its
business requires such qualification except where the failure to be so organized or qualified, have such power or authority or be in good standing would not reasonably be expected to have a material adverse effect on the condition (financial or otherwise), business or results of operations of the Company and its subsidiaries, taken as a whole and after giving effect to the Transaction (a “Material Adverse Effect”).

(i) The Company (i) has no subsidiaries other than those subsidiaries listed on Annex C-1 and (ii) does not own or control, directly or indirectly, any “significant subsidiary,” as defined in Rule 1-02(w) of Regulation S-X under the Act, other than those subsidiaries listed on Annex C-2 (each, a “Significant Subsidiary”).

(j) As of March 31, 2019, on an as adjusted basis, after giving effect to the consummation of the Transaction, the Parent Guarantor, the Company and its subsidiaries would have had the issued and outstanding capitalization as set forth in each of the Registration Statement, the Disclosure Package and the Prospectus under the heading “Capitalization” and all the outstanding membership interests or shares of capital stock, as applicable, of the Parent Guarantor, the Company and each Restricted Subsidiary (as such term is defined under the caption “Description of the Notes” of each of the Disclosure Package and the Prospectus) have been duly authorized and validly issued, are fully paid and nonassessable, if applicable, and were not issued in violation of any preemptive or similar rights and, except as otherwise set forth in the Registration Statement, the Disclosure Package and the Prospectus, as of the Closing Date, all outstanding shares of capital stock or membership interests of the subsidiaries held by the Parent Guarantor or the Company are owned either directly or indirectly free and clear of any security interest, claim, lien or encumbrance (other than liens, encumbrances and restrictions imposed in connection with the Credit Facilities, under the other secured indebtedness set forth in the Registration Statement, the Disclosure Package and the Prospectus under the heading “Capitalization,” or permitted under the Credit Facilities and the Indentures and by the Act and the state securities or “blue sky” laws of certain jurisdictions). Except as disclosed in the Registration Statement, the Disclosure Package and the Prospectus, there will be, on the Closing Date and after giving effect to the consummation of the Transaction, no (i) outstanding options, warrants or other rights to purchase, (ii) agreements or other obligations to issue or (iii) other rights to convert any obligation into, or exchange any securities for, shares of capital stock of or ownership interests in the Parent Guarantor, the Company or any of its subsidiaries.

(k) (i) This Agreement has been duly authorized, executed and delivered by the Company and each Guarantor; (ii) each of the Indentures, on the Closing Date, will have been duly authorized, executed and delivered by the Company and each Guarantor and, assuming due authorization, execution, and delivery thereof by the Trustee and the Registrar, will constitute a legally valid and binding instrument enforceable against the Company and each Guarantor in accordance with its terms (in each case subject, as to the enforcement of remedies, to the effects of (x) bankruptcy, reorganization, insolvency, fraudulent conveyance, moratorium or other laws affecting creditors’ rights generally from time to time in effect, (y) general principles of equity (whether considered in a proceeding in equity or at law) and (z) an implied covenant of good faith and fair dealing (collectively, the “Enforceability Limitations”); (iii) the Securities, on the Closing Date, will have been duly authorized by the Company and, when executed and authenticated by the Trustee in accordance with the provisions of the applicable Indenture and delivered to and
paid for by the Underwriters, will have been duly executed and delivered by the Company and will constitute the legal, valid and binding obligations of the Company, enforceable against the Company and entitled to the benefits of the applicable Indenture (subject to the Enforceability Limitations); (iv) the Guarantees, on the Closing Date, will constitute the legal, valid and binding obligations of each of the Guarantors, enforceable against each of the Guarantors in accordance with their terms and entitled to the benefits of the applicable Indenture (subject to the Enforceability Limitations); (v) the Mortgage Amendments (as defined on Schedule III hereeto) will have been duly authorized, executed and delivered by the Company and each Subsidiary Guarantor to the extent a party thereto within the periods after the Closing Date specified in Schedule III and (vi) each of the Security Documents (as defined in Section 18 hereof) on the Closing Date will have been duly authorized, executed and delivered by the Company and each Subsidiary Guarantor to the extent a party thereto. When the Security Documents and the Mortgage Amendments have been duly executed and delivered, the Security Documents and the Mortgages (as defined below), as amended by the Mortgage Amendments will constitute legal, valid and binding agreements of the Company and each Subsidiary Guarantor to the extent a party thereto, enforceable against the Company and each Subsidiary Guarantor to the extent a party thereto in accordance with their terms (subject to the Enforceability Limitations).

(l) The term “Transaction Documents” refers to this Agreement, the Securities, the Security Documents, the Mortgages and the Indentures (including the Guarantees contained therein). Each of the Transaction Documents conforms in all material respects to the description thereof in the Registration Statement, the Disclosure Package and the Prospectus, to the extent described therein.

(m) No consent, approval, authorization or filing with or order of any United States (or any political subdivision thereof) court or governmental agency or body, or to the knowledge of the Company, any non-United States court or governmental agency or body, is required in connection with the execution, delivery and performance of the Transaction Documents (including, without limitation, the issuance of the Securities), except such (i) as may be required under the blue sky laws of any jurisdiction in which the Securities are offered and sold in connection with the transactions contemplated hereby, (ii) filings of financing statements under the Uniform Commercial Code as from time to time in effect in the relevant jurisdictions or the relevant personal property security legislation, each as from time to time in effect in the relevant jurisdictions; and any filings required by the United States Patent and Trademark Office or the United States Copyright Office or the applicable intellectual property legislation, rules or regulations in effect in the other relevant jurisdictions, (iii) Mortgage Amendments as contemplated by Schedule III hereto or (iv) as shall have been obtained or made prior to the Closing Date.

(n) None of the execution and delivery of the Transaction Documents, the issuance and sale of the Securities, the issuance of the Guarantees or the consummation of any other of the transactions herein or therein contemplated, or the fulfillment of the terms hereof or thereof will conflict with or result in a breach or violation of or imposition of any lien, charge or encumbrance upon any property or assets of the Company or any of the Guarantors pursuant to (i) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which the Company or any of the Guarantors is a party or bound or to which its or their property is subject; or (ii) any statute, law,
rule, regulation, judgment, order or decree of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company or any of the Guarantors or any of its or their properties, other than in the cases of clauses (i) and (ii), such breaches, violations, liens, charges, or encumbrances that would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect; or result in the violation of the charter, bylaws or any equivalent governance document of the Company or any of the Guarantors.

(o) The consolidated financial statements of the Parent Guarantor and its consolidated subsidiaries included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus comply in all material respects with the applicable requirements of the Act and the Exchange Act, as applicable, and present fairly in all material respects the consolidated financial position, results of operations and cash flows of the Parent Guarantor and its consolidated subsidiaries as of the dates and for the periods indicated and have been prepared in conformity with United States generally accepted accounting principles applied on a consistent basis throughout the periods involved (except as otherwise noted therein); and the selected financial data set forth under the caption “Summary—Summary Financial Data” in the Registration Statement, the Disclosure Package and the Prospectus and in Item 6, “Selected Financial Data” to the Company’s annual report on Form 10-K for the year ended December 31, 2018 fairly present in all material respects, on the basis stated therein, the information included therein. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission’s rules and guidelines applicable thereto.

(p) Except as set forth in or contemplated in the Registration Statement, the Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto), no action, suit, proceeding, investigation or audit by or before any court or governmental agency, authority or body or any arbitrator involving the Company, any Guarantor or any of their respective subsidiaries or their respective property is pending or, to the knowledge of the Company, threatened or contemplated that (i) would reasonably be expected to have a material adverse effect on the performance of the Transaction Documents or the consummation of any of the transactions contemplated thereby or (ii) would reasonably be expected to have a Material Adverse Effect.

(q) Each of the Company, the Guarantors and their respective subsidiaries owns or leases all such real properties as are necessary to the conduct of their respective operations as currently conducted, except as would not reasonably be expected to have a Material Adverse Effect.

(r) Except as set forth in or contemplated in each of the Registration Statement, the Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto), none of the Company, any Guarantor or any of their respective subsidiaries is in violation or default of (i) any provision of its charter, bylaws or any equivalent governance document; (ii) the terms of any indenture, contract, lease, mortgage, deed of trust, note agreement, loan agreement or other agreement, obligation, condition, covenant or instrument to which it is a party or bound or to which its property is subject; or (iii) any statute, law, rule, regulation, judgment,
order or decree applicable to the Company, any Guarantor or any their respective subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company, the Guarantors, their respective subsidiaries or any of their respective properties, as applicable, other than in the cases of clauses (i) (if such entity is not the Company, a Guarantor or another Significant Subsidiary), (ii) and (iii), such violations and defaults that would not reasonably be expected to have a Material Adverse Effect.

(s) Ernst & Young LLP, who have audited the consolidated financial statements and supporting schedules of the Parent Guarantor and its subsidiaries as of December 31, 2018 and 2017 and for each of the three years in the period ended December 31, 2018 incorporated by reference in each of the Registration Statement, the Disclosure Package and the Prospectus, are independent registered public accountants with respect to the Parent Guarantor and its subsidiaries within the meaning of the Act and the rules of the Public Company Accounting Oversight Board.

(t) Except as set forth in or contemplated in each of the Registration Statement, the Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto), the Company, the Guarantors and their subsidiaries (i) have filed all non-U.S., U.S. federal, state and local tax returns that are required to be filed or have requested extensions thereof except in any case in which the failure so to file would not reasonably be expected to have a Material Adverse Effect and (ii) have paid all taxes required to be paid by them and any other tax assessment, fine or penalty levied against them, to the extent that any of the foregoing is due and payable, except for any such tax, tax assessment, fine or penalty that is currently being contested in good faith or as would not reasonably be expected to have a Material Adverse Effect.

(u) Immediately after giving effect to the Transaction, no subsidiary of the Parent Guarantor (including for the avoidance of doubt, the Company and the Subsidiary Guarantors) will be prohibited, directly or indirectly, from paying any dividends to the Company or any Guarantor or any other subsidiary (except as may be limited by applicable state or foreign corporation, limited liability company, limited partnership, partnership, insurance or other applicable regulatory law), from making any other distribution on such subsidiary’s capital stock or membership interests (except as may be limited by applicable state or foreign corporation, limited liability company, limited partnership, partnership, insurance or other applicable regulatory law), from repaying to the Company or any Guarantor or any other subsidiary any loans or advances to such subsidiary from the Company or any Guarantor or any other subsidiary or from transferring any of such subsidiary’s property or assets to the Company or any Guarantor or any other subsidiary of the Company or any Guarantor, except as described in each of the Registration Statement, the Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto) or contemplated pursuant to (i) the Credit Facilities, (ii) the indentures governing the Company’s existing secured notes and (iii) the indentures governing the Parent Guarantor’s senior notes, in each case as described in the Disclosure Package and the Prospectus.

(v) Except as set forth in or contemplated in each of the Registration Statement, the Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto), (i) the Company, the Guarantors and their respective subsidiaries possess all licenses, certificates, permits and other authorizations issued by the appropriate U.S. federal, state or
non-U.S. regulatory authorities necessary to conduct their respective businesses, except where the failure to possess such licenses, certificates, permits and other authorizations would not reasonably be expected to have a Material Adverse Effect, and (ii) none of the Company, the Guarantors or any of their respective subsidiaries has received any notice of proceedings relating to the revocation or modification of any such certificate, authorization or permit that, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to have a Material Adverse Effect.

(w) The Parent Guarantor, the Company and their subsidiaries maintain internal controls over financial reporting (as defined under Rule 13a-15 and 15d-15 under the Exchange Act regulations) and a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management’s general or specific authorization; (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain accountability for assets; (C) access to assets is permitted only in accordance with management’s general or specific authorization; (D) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (E) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission’s rules and guidelines applicable thereto. Except as described in the Disclosure Package and the Prospectus, since the end of the Parent Guarantor’s most recent audited fiscal year, (1) the Parent Guarantor is not aware of any material weakness in the Parent Guarantor’s internal control over financial reporting and (2) there has been no change in the Parent Guarantor’s internal control over financial reporting that, in the cases of clauses (1) and (2), has materially affected, or is reasonably likely to materially affect, the Parent Guarantor’s internal control over financial reporting.

(x) There is and has been no failure on the part of the Parent Guarantor or any of the Parent Guarantor’s directors or officers, in their capacities as such, to comply in all material respects with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the “Sarbanes-Oxley Act”), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(y) Except as set forth in or contemplated in each of the Registration Statement, the Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto), the Company, the Guarantors and their respective subsidiaries (i) are in compliance with any and all applicable non-U.S., U.S. federal, state and local laws and regulations relating to the protection of human health and safety (as such is affected by hazardous or toxic substances or wastes (including, without limitation, medical waste), pollutants or contaminants), the environment or hazardous or toxic substances or wastes, pollutants or contaminants (“Environmental Laws”); (ii) have received and are in compliance with all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses; (iii) have not received notice of any actual or potential liability under any Environmental Law; and (iv) have not been named as a “potentially responsible party” under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, except where such non-compliance with Environmental Laws, failure to receive or comply with required permits, licenses or other approvals, liability or status as a potentially responsible party would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect.
(z) No forward-looking statement (within the meaning of Section 27A of the Act and Section 21E of the Exchange Act) or presentation of market-related or statistical data contained in any of the Registration Statement, the Disclosure Package and the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(aa) Except as set forth in or contemplated in each of the Registration Statement, the Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto), (i) the Company, the Guarantors and their respective subsidiaries possess all required permits, licenses, provider numbers, certificates, approvals (including, without limitation, certificate of need approvals), consents, orders, certifications (including, without limitation, certification under the Medicare, Medicaid, TRICARE programs and other governmental healthcare programs in which they participate), accreditations (including, without limitation, accreditation by The Joint Commission, DNV Healthcare or The Accreditation Association for Ambulatory Health Care) and other authorizations (collectively, “Governmental Licenses”) issued by, and have made all required declarations and filings with, the appropriate federal, state, local or foreign regulatory agencies or bodies and accreditation organizations necessary to conduct the business now operated by them (including, without limitation, Government Licenses as required (a) under such federal and state healthcare laws as are applicable to the Company, the Guarantors and their respective subsidiaries and (b) with respect to those facilities operated by the Company, the Guarantors and their respective subsidiaries that participate in the Medicare, Medicaid and/or TRICARE programs, to receive reimbursement thereunder), except where the failure to possess such Governmental Licenses or to make such declarations and filings would not reasonably be expected to result in a Material Adverse Effect; (ii) the Company, the Guarantors and their respective subsidiaries are in compliance with the terms and conditions of all such Governmental Licenses, except where the failure to so comply would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect; (iii) all of the Governmental Licenses are valid and in full force and effect, except where the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not reasonably be expected to result in a Material Adverse Effect; (iv) none of the Guarantors or any of their respective subsidiaries has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would reasonably be expected to result in a Material Adverse Effect. All of the acute care hospitals, psychiatric hospitals and inpatient rehabilitation facilities operated by the Company, the Guarantors or any of their respective subsidiaries are “providers” (as defined in the Social Security Act and the regulations promulgated thereunder (collectively, “SSA”)), and all ambulatory surgery centers, diagnostic and imaging centers, radiation and oncology centers and other healthcare operations operated by the Company, the Guarantors or any of their respective subsidiaries are “suppliers,” as defined in the SSA, and all such providers of services and suppliers are eligible to participate in the Medicare and (to the extent disclosed in the Registration Statement, the Disclosure Package and the Prospectus) Medicaid and TRICARE programs. For purposes of this Agreement, “Medicaid” means any state-operated means-tested entitlement program under Title XIX of the SSA that provides federal...
grants to states for medical assistance based on specific eligibility criteria, “Medicare” means that government-sponsored entitlement program under Title XVIII of the SSA that provides for a health insurance system for eligible elderly and disabled persons including eligible persons with end-stage renal disease and “TRICARE” means the healthcare program established by the U.S. Department of Defense under Title 10, Subtitle A, Part II, Chapter 55 (10 U.S.C. § 1071 et seq.) for members of the military, military retirees and their dependents, and includes the competitive selection of contractors to financially underwrite the delivery of healthcare services under the Civilian Health and Medical Program of the Uniformed Services.

(bb) The accounts receivable of the Company, the Guarantors and their respective subsidiaries have been adjusted to reflect material changes in the reimbursement policies of third party payors such as Medicare, Medicaid, TRICARE, private insurance companies, health maintenance organizations, preferred provider organizations, managed care systems and other third party payors (including, without limitation, Blue Cross plans). The accounts receivable relating to such third party payors do not materially exceed amounts the Company, the Guarantors and their respective subsidiaries are entitled to receive, except as set forth in or contemplated in the Registration Statement, the Disclosure Package or the Prospectus (in each case, exclusive of any amendment or supplement thereto).

(cc) Except as set forth in or contemplated in each of the Registration Statement, the Disclosure Package and the Prospectus (in each case, exclusive of any amendment or supplement thereto), none of the Company, the Guarantors or, to the knowledge of the Company, any officers, directors, stockholders, members, employees or other agents of the Company, the Guarantors or any of their respective subsidiaries or any of the hospitals operated by them, has engaged in any activities which are prohibited under federal Medicare and Medicaid statutes, including, but not limited to, 42 U.S.C. Section 1320a-7 (Program Exclusion), Section 1320a-7a (Civil Monetary Penalties), 1320a-7b (the Anti-kickback Statute), Sections 1395nn and 1396b (the “Stark” law, prohibiting certain self-referrals), the federal TRICARE statute, 10 U.S.C. Section 1071 et seq., the Federal Civil False Claims Act, 31 U.S.C. Sections 3729-32, Federal Criminal False Claims Act, 18 U.S.C. Section 287, False Statements Relating to Health Care Matters, 18 U.S.C. Section 1035, Health Care Fraud, 18 U.S.C. Section 1347, the privacy, security and transactions provisions of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191), or the federal Food, Drug & Cosmetics Act, 21 U.S.C. Section 360aaa, all of which, as amended, or any regulations promulgated pursuant to such statutes, or related state or local statutes or regulations or any rules of professional conduct, including but not limited to the following: (i) knowingly and willfully making or causing to be made a false statement or representation of a material fact in any applications for any benefit or payment under the Medicare or Medicaid program or other federal or state healthcare program or from any third party (where applicable federal or state law prohibits such payments to third parties); (ii) knowingly and willfully making or causing to be made any false statement or representation of a material fact for use in determining rights to any benefit or payment under the Medicare or Medicaid program or other federal or state healthcare program or from any third party (where applicable federal or state law prohibits such payments to third parties); (iii) failing to disclose knowledge by a claimant of the occurrence of any event affecting the initial or continued right to any benefit or payment under the Medicare or Medicaid program or other federal or state healthcare program or from any third party (where applicable federal or state law prohibits such payments to third parties) on its own behalf or on
behalf of another, with intent to secure such benefit or payment fraudulently; (iv) knowingly and willfully offering, paying, soliciting or receiving any remuneration (including any kickback, bribe or rebate), directly or indirectly, overtly or covertly, in cash or in kind (a) in return for referring an individual to a person for the furnishing or arranging for the furnishing of any other item or service for which payment may be made in whole or in part by Medicare or Medicaid or other federal or state healthcare program or any third party (where applicable federal or state law prohibits such payments to third parties), or (b) in return for purchasing, leasing or ordering or arranging for or recommending the purchasing, leasing or ordering of any good, facility, service or item for which payment may be made in whole or in part by Medicare or Medicaid or other federal or state healthcare program or any third party (where applicable federal or state law prohibits such payments to third parties); (v) referring an individual to a person with which it has ownership or certain other financial arrangements or billing Medicare or Medicaid or any beneficiary of such program or other person for any designated health service or other item or service (where applicable federal law prohibits such referrals); (vi) knowingly and willfully presenting or causing to be presented a claim for a medical or other item or service that was not provided as claimed, or is for a medical or other item or service and the person knew or should have known the claim was false or fraudulent; (vii) violating any corporate integrity agreement or other agreement with any government agency (including, without limitation, the United States Department of Justice (“DOJ”) and the Office of Inspector General of the United States Department of Health and Human Services (“OIG”); and (viii) violating any enforcement initiative instituted by any governmental agency (including, without limitation, the OIG and the DOJ), except, in each case set forth in this paragraph, for any such activities which would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(dd) Each Security Document on the Closing Date will have been duly authorized by the Company and the Subsidiary Guarantors to the extent a party thereto and, when duly executed and delivered by each of the parties thereto, will constitute a valid and legally binding agreement of each of the parties thereto, enforceable against the Company and each Subsidiary Guarantor party thereto in accordance with its terms (in each case subject to the Enforceability Limitations). The Mortgages, as amended by the respective Mortgage Amendments when said Mortgage Amendments have been executed and delivered in connection with the sale of the Securities within the periods after the Closing Date specified in Schedule III and properly recorded and indexed with the applicable governmental authorities (together with payment of the appropriate filing or recording fees and applicable taxes), will create, in favor of the First Lien Collateral Agent for the benefit of the New First Lien Secured Parties (as defined in the Registration Statement, the Disclosure Package and the Prospectus), including the First Lien Collateral Agent and the Trustee on behalf of the holders of the Securities, (i) valid and enforceable mortgage liens on such real property (subject to the Enforceability Limitations and the Permitted Exceptions (as defined in the Mortgages)) and (ii) perfected security interests in such fixtures (subject only to the Enforceability Limitations and the Permitted Exceptions). The Security Documents, when executed and delivered in connection with the sale of the Securities, will create in favor of the First Lien Collateral Agent of the New First Lien Secured Parties, including the First Lien Collateral Agent and the Trustee on behalf of the holders of the Securities, valid and enforceable security interests in the rights of the Company and each Subsidiary Guarantor in the property in which a security interest is purported to be granted under the Security Documents and upon, or as a result of, the filing of appropriate Uniform Commercial Code financing statements and upon the taking of the other actions described in the Security Documents, the security interests in the rights of the Company and each Subsidiary Guarantor in such property will be perfected to the extent provided in the Security Documents and will be subject only to Permitted Liens.
(ee) The Company and the Guarantors collectively own, have rights in or have the power to transfer rights in the Collateral (as defined in the Security Documents), free and clear of any Liens (as defined under the caption “Description of the Notes” in the Disclosure Package and the Prospectus) other than (i) the security interests granted pursuant to the Security Documents, (ii) the security documents relating to the Credit Facilities and (iii) Liens expressly permitted to exist on the Collateral under the First Lien and Second Lien Indentures.

(ff) All of the capital stock of any corporation to be pledged under the Security Documents is certificated and exists as of the date hereof.

(gg) The Company is not an ineligible issuer, and the Parent Guarantor is a well-known seasoned issuer, in each case as defined in Rule 405 of the Act, in each case, at the times specified in the Act in connection with the offering of the Securities.

Any certificate signed by any officer of the Company, the Guarantors or their respective subsidiaries and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Securities and, when issued, the Guarantees, shall be deemed a joint and several representation and warranty by each of the Company, the Guarantors and their respective subsidiaries, as to matters covered thereby, to each Underwriter.

2. **Purchase and Sale.** Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company agrees to issue and sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company (i) at a purchase price of 98.847%, plus accrued interest, if any, from June 12, 2019 to the Closing Date, of the principal amount of the 2029 Securities set forth opposite such Underwriter’s name in Schedule I hereto, (ii) at a purchase price of 98.211%, plus accrued interest, if any, from June 12, 2019 to the Closing Date, of the principal amount of the 2039 Securities set forth opposite such Underwriter’s name in Schedule I hereto and (iii) at a purchase price of 97.653%, plus accrued interest, if any, from June 12, 2019 to the Closing Date, of the principal amount of the 2049 Securities set forth opposite such Underwriter’s name in Schedule I hereto.

3. **Delivery and Payment.** Delivery of and payment for the Securities shall be made at the offices of Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006, New York City time June 12, 2019 or at such time on such later date not more than three Business Days after the foregoing date as the Representatives shall designate, which date and time may be postponed by agreement between the Representatives and the Company or as provided in Section 10 hereof (such date and time of delivery and payment for the Securities being herein called the “Closing Date”). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer payable in same-day funds to the account specified by the Company in writing to the Representatives. Delivery of the Securities shall be made through the facilities of The Depository Trust Company (“DTC”) unless the Representatives shall otherwise instruct.
4. **Offering by Underwriters.** Each Underwriter acknowledges that:

   (a) it has not used and will not use, authorize use of, refer to, or participate in the planning for use of, any “free writing prospectus” as defined under Rule 405 of the Act (which term includes use of any written information furnished to the Commission by the Company and not incorporated by reference into the Registration Statement and any press release issued by the Company), other than (i) a free writing prospectus that, solely as a result of use by such Underwriter, would not trigger an obligation to file such free writing prospectus with the Commission pursuant to Rule 433 under the Act, (ii) any Issuer Free Writing Prospectus listed in Annex B or prepared pursuant to Section 1(c) above or Section 5(d) below (including any electronic road show), or (iii) any free writing prospectus prepared by such Underwriter and approved by the Company in advance in writing. Notwithstanding the foregoing, the Underwriters may use a Pricing Term Sheet substantially in the form of Annex A hereto; and

   (b) it is not subject to any proceeding under Section 8A of the Act with respect to the offering (and will promptly notify the Company if any such proceeding against it is initiated during the Prospectus Delivery Period (as defined below)).

5. **Agreements.** The Company and the Guarantors jointly and severally agree, in each case with each Underwriter as follows:

   (a) The Company will file the final Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 430A, 430B or 430C under the Act, will file any Issuer Free Writing Prospectus (including the Pricing Term Sheet in the form of Annex A hereto) to the extent required by Rule 433 under the Act; and will file all reports and any definitive proxy or information statements required to be filed by the Company with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as a prospectus relating to the Securities is (or, but for the exception afforded by Rule 172, would be) required to be delivered under the Act (such period, the “Prospectus Delivery Period”); and the Company will furnish copies of the Prospectus and each Issuer Free Writing Prospectus (to the extent not previously delivered, electronically or otherwise) to the Underwriters in New York City on the second Business Day succeeding the date of this Agreement in such quantities as the Representatives may reasonably request. The Company will pay the registration fees for this offering within the time period required by Rule 456(b)(1)(i) under the Act (without giving effect to the proviso therein) and in any event prior to the Closing Date.

   (b) (i) The Company has furnished or will deliver to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement as originally filed and each amendment thereto (including exhibits filed therewith) and signed copies of all consents and certificates of experts, and will also deliver to the Representatives, without charge, a conformed copy of the Registration Statement as originally filed and each amendment thereto (without exhibits) for each of the Underwriters. The copies of the Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T. The Company has delivered to each Underwriter, without charge, as many copies of each Preliminary Prospectus as such Underwriter reasonably requested, and the
Company hereby consents to the use of such copies for purposes permitted by the Act and (ii) the Company will furnish to each Underwriter, without charge, during the Prospectus Delivery Period, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request. The Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(c) Prior to the later of the Closing Date or the end of the Prospectus Delivery Period, before making, preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement (other than an amendment or supplement filed in connection with the registration of additional classes of securities of the Parent Guarantor, the Company and their subsidiaries) or the Prospectus, the Company will furnish to BofA Securities, Inc. and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and will not make, prepare, use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus required to be filed or file any such proposed amendment or supplement to which BofA Securities, Inc. reasonably objects.

(d) The Company will advise the Representatives promptly, and confirm such advice in writing, (i) when any amendment to the Registration Statement has been filed (other than an amendment or supplement filed in connection with the registration of additional classes of securities of the Parent Guarantor, the Company and their subsidiaries); (ii) when any supplement to the Prospectus or any amendment to the Prospectus or any Issuer Free Writing Prospectus has been filed; (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or the receipt of any comments from the Commission relating to the Registration Statement or any other request by the Commission relating to the registration of additional classes of securities of the Parent Guarantor, the Company and their subsidiaries); (iv) of any request by the Commission for any additional information; (v) of the issuance by the Commission of any order suspending the effectiveness of the Registration Statement preventing or suspending the use of any Preliminary Prospectus or the Prospectus or the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Act; (vi) of the occurrence of any event within the Prospectus Delivery Period as a result of which any Issuer Free Writing Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances existing when any such Issuer Free Writing Prospectus is delivered to a purchaser, not misleading; (vii) of the receipt by the Company of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act; and (viii) of the receipt by the Company of any notice with respect to any suspension of the qualification of the Securities for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and the Company will use every reasonable effort to prevent the issuance of any such order suspending the effectiveness of the Registration Statement, preventing or suspending the use of any Preliminary Prospectus or the Prospectus or suspending any such qualification of the Securities and, if any such order is issued, will obtain as soon as possible the withdrawal thereof as may be necessary to permit offers and sales of the Securities by the Underwriters.
(e) If at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which, in the opinion of counsel for the Underwriters or the Company, the Disclosure Package as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances, not misleading or (ii) it is necessary to amend or supplement the Disclosure Package to comply with law, the Company will promptly notify BofA Securities, Inc. on behalf of the Representatives thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission (to the extent required) and furnish to the Underwriters and to such dealers as the Representatives may designate, such amendments or supplements to the Disclosure Package as may be necessary so that the statements in the Disclosure Package as so amended or supplemented will not, in the light of the circumstances, be misleading or so that the Disclosure Package will comply with law.

(f) If during the Prospectus Delivery Period (i) any event shall occur or condition shall exist as a result of which the Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Prospectus to comply with law, the Company will promptly notify BofA Securities, Inc. on behalf of the Representatives thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission and furnish to the Underwriters and to such dealers as the Representatives may designate, such amendments or supplements to the Prospectus as may be necessary so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with law.

(g) The Company will use reasonable best efforts to assist the Underwriters in arranging, if necessary, for the qualification of the Securities for sale by the Underwriters under the applicable securities laws of such jurisdictions in the United States as the Representatives may designate and will maintain such qualifications in effect so long as required for the sale of the Securities; provided that in no event shall the Company or any of the Guarantors be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would reasonably be expected to subject it to service of process in suits, other than those arising out of the offering or sale of the Securities, in any jurisdiction where it is not now so subject or to subject themselves to taxation in excess of a nominal amount in respect of doing business in any jurisdiction. The Company will promptly advise BofA Securities, Inc., on behalf of the Representatives, of the receipt by it of any notification with respect to the suspension of the qualification of the Securities or the Guarantees for sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose.

(h) The Company will cooperate with the Representatives and use its commercially reasonable efforts to permit the Securities to be eligible for clearance and settlement through DTC.
(i) The Company will not, for a period following the date of the Prospectus until the Closing Date, without the prior written consent of BofA Securities, Inc., offer, sell or contract to sell, pledge or otherwise dispose of (or enter into any transaction that is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company, any of the Guarantors or any of their respective Affiliates or any person in privity with the Company, any of the Guarantors or any of their respective Affiliates), directly or indirectly, or announce the offering of, any capital markets debt securities issued or guaranteed by the Company or any of the Guarantors (other than the Securities and the Guarantees).

(j) The Company and the Guarantors jointly and severally agree to pay the costs and expenses incident to the following matters: (i) the fees of the Trustee (and its counsel); (ii) the preparation, printing (or reproduction), delivery (including postage, air freight charges and charges for counting and packaging) and filing under the Act, of such copies of the Registration Statement, the Disclosure Package, and Issuer Free Writing Prospectus and the Prospectus, and all amendments or supplements to either of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Securities; (iii) any stamp or transfer taxes in connection with the original issuance and sale of the Securities; (iv) the printing (or reproduction) and delivery of any blue sky memorandum to investors in connection with the offering of the Securities; (v) any registration or qualification of the Securities for offer and sale under the securities or blue sky laws of the several states and any other jurisdictions specified pursuant to Section 5(g) (including filing fees and the reasonable fees and expenses of counsel for the Underwriters relating to such registration and qualification); (vi) the approval of the Securities for book-entry transfer by DTC; (vii) the transportation and other expenses incurred by or on behalf of representatives of the Company in connection with presentations to prospective purchasers of the Securities; (viii) the fees and expenses of the Company’s and the Parent Guarantor’s accountants and the fees and expenses of counsel (including local and special counsel) to the Company; (ix) the rating of the Securities by rating agencies; (x) all filing costs, fees and expenses relating to the perfection of the security interests in the Collateral, as set forth in the Security Documents; and (xi) all other costs and expenses incident to the performance by the Company of their obligations hereunder; provided, however, that except as specifically provided in this paragraph (j), in Section 8 and in Section 9, the Underwriters shall pay their own costs and expenses in connection with presentations for prospective purchasers of the Securities.

(k) The Company will use the proceeds from the sale of the Securities in the manner described in each of the Registration Statement, the Disclosure Package and the Prospectus under the caption “Use of Proceeds.”

(l) The Company and the Guarantors jointly and severally acknowledge and agree that the Underwriters are acting solely in the capacity of an arm’s length contractual counterparty to the Company and the Guarantors with respect to the offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Company, any of the Guarantors or any other person. Additionally, no Underwriter is advising the Company, any of the Guarantors or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company and the Guarantors shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company or...
any of the Guarantors with respect thereto. Any review by the Underwriters of the Company and the Guarantors, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company or any of the Guarantors.

(m) The Company and each Subsidiary Guarantor shall cause the Securities to be secured by liens on the Collateral to the extent and in the manner provided for in the Indentures and the Security Documents and as described in each of the Registration Statement, the Disclosure Package and the Prospectus.

(n) The Company will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Act.

6. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Securities shall be subject to the accuracy in all material respects (except to the extent already qualified by materiality, in which case such obligations shall be subject to the accuracy in all respects) of the representations and warranties of the Company and the Guarantors contained herein at the Applicable Time, to the accuracy in all material respects (except to the extent already qualified by materiality, in which case such obligations shall be subject to the accuracy in all respects) of the representations and warranties of the Company and the Guarantors contained herein at the Closing Date, to the accuracy of the statements of the Company or any Guarantor made in any certificates pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder and to the following additional conditions:

(a) No order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose, pursuant to Rule 401(g)(2) or pursuant to Section 8A under the Act shall be pending before or threatened by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 under the Act) and in accordance with Section 5(a) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representatives.

(b) The Company shall have requested and caused Cleary Gottlieb Steen & Hamilton LLP, counsel for the Company, to furnish to the Underwriters an opinion letter and a negative assurance letter, each dated the Closing Date and substantially in the forms of Exhibit A and Exhibit B, respectively, hereto and an opinion of Bass, Berry & Sims PLC, special regulatory counsel for the Company, dated the Closing Date and substantially in the form of Exhibit C hereto. The Company shall have requested and caused the general counsel of the Company to furnish to the Underwriters an opinion letter with regards to such matters as the Representatives shall reasonably require. In addition, the Company shall have requested and caused to be furnished opinion letters in a form reasonably satisfactory to the Representatives by (i) McGuireWoods LLP, with respect to certain matters of California, Florida, Georgia and Virginia law, (ii) Baker Botts L.L.P., with respect to certain matters of Texas law, (iii) Holland & Hart LLP, with respect to certain
matters of Utah law, (iv) Bass, Berry & Sims PLC, with respect to certain matters of Tennessee law (which opinion may be included in the opinion described above), (v) Haynsworth Sinkler Boyd, P.A., with respect to certain matters of South Carolina law, and (vi) Nelson Hall Parry Tucker, PLLC with respect to certain matters of Idaho law, or, in any such case, from such other counsel acceptable to the Representatives.

(c) The Underwriters shall have received from Cahill Gordon & Reindel LLP, counsel for the Underwriters, such opinion letter and advice letter, each dated the Closing Date and addressed to the Underwriters, with respect to the issuance and sale of the Securities, the Indentures, the Disclosure Package and the Prospectus (as amended or supplemented at the Closing Date) and other related matters as the Underwriters may reasonably require; and the Company shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(d) The Company shall have furnished to the Underwriters a certificate of the Company, signed by (x) the chairman, chief executive officer, president or vice president and (y) the chief financial officer, treasurer or principal financial or accounting officer of the Company, dated the Closing Date, to the effect that the signers of such certificate have carefully examined the Disclosure Package and the Prospectus, any amendment or supplement to the Disclosure Package or the Prospectus and this Agreement and that:

(i) the representations and warranties of the Company and the Guarantors in this Agreement are true and correct in all material respects (except to the extent already qualified by materiality, in which case such representations and warranties are true and correct in all respects) at the Applicable Time and on the Closing Date, and the Company and the Guarantors have complied in all material respects with all the agreements and satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date; and

(ii) since the date of the most recent financial statements included or incorporated by reference in each of the Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto), there has been no material adverse change in the condition (financial or otherwise), business or results of operations of the Company and its subsidiaries, taken as a whole, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto).

(e) At the Applicable Time and at the Closing Date, the Company shall have requested and caused Ernst & Young LLP to furnish to the Underwriters a “comfort” letter, dated as of the Applicable Time, and a bring-down “comfort letter,” dated as of the Closing Date, respectively, in form and substance reasonably satisfactory to the Representatives, confirming that they are independent registered public accountants within the meaning of the Exchange Act and within the meaning of the rules of the Public Company Accounting Oversight Board and confirming certain matters with respect to the audited and unaudited financial statements and other financial and accounting information contained in the Registration Statement, the Disclosure Package and the Prospectus, including any amendment or supplement thereto at the date of the applicable letter.
(f) Subsequent to the Applicable Time or, if earlier, the dates as of which information is given in the Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto), there shall not have been any change or development in the condition (financial or otherwise), business or results of operations of the Parent Guarantor and its subsidiaries, taken as a whole, and after giving effect to the Transaction, except as set forth in or contemplated in the Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto), the effect of which is, or would reasonably be expected to become, in the judgment of BofA Securities, Inc., so material and adverse as to make it impractical or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated in the Registration Statement, the Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto).

(g) At the Closing Date, the Company, the Guarantors and the Trustee shall have entered into the applicable Indenture, and the Representatives shall have received counterparts, conformed as executed, thereof.

(h) Subsequent to the Applicable Time, there shall not have been any decrease in the rating of the Securities by any “nationally recognized statistical rating organization,” as such term is defined in Section 3(a)(62) of the Exchange Act, or any notice given of any intended or potential decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(i) Prior to the Closing Date, the Company shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request, as set forth in the closing memorandum relating to the offering of the Securities.

(j) Prior to the Closing Date, the Company shall have taken all action reasonably required to be taken by it to have the Securities declared eligible for clearance and settlement through DTC.

(k) At the Closing Date, the Underwriters, the Trustee and the First Lien Collateral Agent shall have received the Additional First Lien Secured Party Consent, the Additional Receivables Intercreditor Agreement and each other document or instrument (for the avoidance of doubt, other than the documents indicated in Schedule III hereto) required to cause the Securities to be secured by liens on the Collateral to the extent and in the manner provided for in the Indentures and the Security Documents and as described in the Registration Statement, the Disclosure Package and the Prospectus, in each case executed by the parties thereto.

All opinions, letters, evidence and certificates mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to the Representatives and counsel for the Underwriters.

The documents required to be delivered by this Section 6 will be available for inspection at the office of Cleary Gottlieb Steen & Hamilton LLP, at One Liberty Plaza, New York, New York 10006, on the Business Day prior to the Closing Date.
7. **Post-Closing Actions Relating to Collateral.** Notwithstanding anything to the contrary contained in this Agreement, the Indenture, the Security Documents or the Mortgages, the Company and the Subsidiary Guarantors acknowledge and agree that the Company and its subsidiaries shall be required to take the actions specified in Schedule III as promptly as reasonably practicable, and in any event within the periods after the Closing Date specified in said Schedule III. The provisions of said Schedule III shall be deemed incorporated by reference herein as fully as if set forth herein in their entirety.

All conditions precedent, representations and covenants contained in this Agreement, the Indenture, the Security Documents and the Mortgages shall be deemed modified to the extent necessary to effect the foregoing (and to permit the taking of the actions described above within the time periods required above, rather than as elsewhere provided in any of the above-referenced agreements), provided that (x) to the extent any representation and warranty would not be true because the foregoing actions were not taken on the Closing Date, the respective representation and warranty shall be required to be true and correct in all material respects at the time the respective action is taken (or was required to be taken) in accordance with the foregoing provisions of Section 7, and (y) all representations and warranties relating to the Security Documents and the Mortgages shall be required to be true immediately after the actions required to be taken by Section 7 have been taken (or were required to be taken).

8. **Reimbursement of Expenses.** If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 11 hereof or because of any refusal, inability or failure on the part of the Company or the Guarantors to perform any agreement herein or to comply with any provision hereof other than by reason of a default by any of the Underwriters, including as described in Section 10 hereof, the Company and the Guarantors, jointly and severally, will reimburse the Underwriters through the Representatives on behalf of the Underwriters on demand for all reasonable expenses (including reasonable fees and disbursements of Cahill Gordon & Reindel LLP) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

9. **Indemnification and Contribution.**

   (a) The Company and the Guarantors jointly and severally agree to indemnify and hold harmless each Underwriter, the directors, officers, employees, agents and Affiliates of each Underwriter and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other U.S. federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus (or any amendment or supplement thereto), the Disclosure Package, any Issuer Free Writing Prospectus or any written communication that constitutes an offer to sell or a solicitation of any offer to buy the Securities used by the Company or the Guarantors in violation of the provisions of this Agreement, or the omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and agree (subject
to the limitations set forth in the proviso to this sentence) to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by it in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Company and the Guarantors will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made in the Registration Statement, the Prospectus (or any amendment or supplement thereto), the Disclosure Package or any Issuer Free Writing Prospectus in reliance upon and in conformity with written information furnished to the Company or the Guarantors by or on behalf of any Underwriter through the Representatives specifically for inclusion therein. This indemnity agreement will be in addition to any liability that the Company and the Guarantors may otherwise have. Each indemnifying party shall not be liable under this Section 9 to any indemnified party regarding any settlement or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent is consented to by such indemnifying party, which consent shall not be unreasonably withheld.

(b) Each Underwriter severally, and not jointly, agrees to indemnify and hold harmless (i) the Company and the Guarantors, (ii) each person, if any, who controls (within the meaning of either the Act or the Exchange Act) the Company or any of the Guarantors, and (iii) the directors and officers of the Company and the Guarantors, to the same extent as the foregoing indemnity from the Company and the Guarantors, to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company or the Guarantors by or on behalf of such Underwriter through the Representatives specifically for inclusion in the Registration Statement, the Prospectus (or any amendment or supplement thereto), the Disclosure Package or any Issuer Free Writing Prospectus. This indemnity agreement will be in addition to any liability that any Underwriter may otherwise have. The Company and the Guarantors acknowledge that the fifth, tenth and eleventh paragraphs and the second sentence of the seventh paragraph under the heading “Underwriting” in the Disclosure Package and the Prospectus constitute the only information furnished in writing by or on behalf of the Underwriters for inclusion in the Registration Statement, the Prospectus (or any amendment or supplement thereto), the Disclosure Package or any Issuer Free Writing Prospectus.

(c) Promptly after receipt by an indemnified party under this Section 9 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 9, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights or defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above, except as provided in paragraph (d) below. The indemnifying party shall be entitled to appoint counsel (including local counsel) of the indemnifying party’s choice at the indemnifying party’s expense to represent the indemnified party in any action for which indemnification is sought (in which case the indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel, other than local counsel if not appointed by the indemnifying party, retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the
indemnifying party’s election to appoint counsel (including local counsel) to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest (based on the advice of counsel to the indemnified person); (ii) such action includes both the indemnified party and the indemnifying party, and the indemnified party shall have reasonably concluded (based on the advice of counsel to the indemnified person) that there may be legal defenses available to it and/or other indemnified parties that are different from or additional to those available to the indemnifying party; (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action; or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party. It is understood and agreed that the indemnifying person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to any local counsel) for all indemnified persons. Any such separate firm for any Underwriter, its Affiliates, directors and officers and any control persons of such Underwriter shall be designated in writing by BofA Securities, Inc., and any such separate firm for the Company or any of the Guarantors and any control persons, officers or directors of the Company or any of the Guarantors shall be designated in writing by the Company or such Guarantor, as the case may be. In the event that any Underwriter, its Affiliates, directors and officers or any control persons of such Underwriter are Indemnified Persons collectively entitled, in connection with a proceeding in a single jurisdiction, to the payment of fees and expenses of a single separate firm under this Section 9(c), and any such Underwriter, its Affiliates, directors and officers or any control persons of such Underwriter cannot agree to a mutually acceptable separate firm to act as counsel thereto, then such separate firm for all such Indemnified Persons shall be designated in writing by BofA Securities, Inc. An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim, action, suit or proceeding) unless such settlement, compromise or consent includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and does not include any statement as to, or any admission of, fault, culpability or failure to act by or on behalf of any indemnified party.

(d) In the event that the indemnity provided in paragraph (a) or (b) of this Section 9 is unavailable to or insufficient to hold harmless an indemnified party for any reason (other than by virtue of the failure of an indemnified party to notify the indemnifying party of its right to indemnification pursuant to subsection (a) or (b) above, where such failure materially prejudices the indemnifying party (through the forfeiture of substantial rights or defenses)), the Company and the Guarantors, on the one hand, and the Underwriters, on the other hand, severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending any loss, claim, damage, liability or action) (collectively “Losses”) to which the Company or any Guarantor and one or more of the Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors, on the one hand, and by the Underwriters, on the other hand, from the offering of the Securities. If the allocation provided by the immediately preceding sentence is unavailable for any reason or not permitted by applicable law, the Company and the Guarantors, on the one hand, and the Underwriters, on the other hand,
severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Guarantors, on the one hand, and the Underwriters, on the other hand, in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations. Benefits received by the Company and the Guarantors shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by them, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions received by them. Relative fault shall be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company or any Guarantor, on the one hand, or the Underwriters, on the other hand, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission and any other equitable considerations appropriate in the circumstances. The Company and the Guarantors and the Underwriters agree that it would not be just and equitable if the amount of such contribution were determined by pro rata allocation or any other method of allocation that does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. Notwithstanding the provisions of this Section 9, in no event under this Section 9(d) shall any Underwriter be responsible for any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Securities exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact. The Underwriters’ obligations to contribute pursuant to this Section 9 are several in proportion to their respective purchase obligations hereunder and not joint. For purposes of this Section 9, each person, if any, who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee, Affiliate and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company or any Guarantor within the meaning of either the Act or the Exchange Act and the respective officers and directors of the Company and the Guarantors shall have the same rights to contribution as the Company and the Guarantors, subject in each case to the applicable terms and conditions of this paragraph (d).

10. Default by an Underwriter. (x) If any one or more Underwriters shall fail to purchase and pay for the Securities agreed to be purchased by such Underwriter hereunder, and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions that the principal amount of the Securities set forth opposite their names in Schedule I hereto bear to the aggregate principal amount of the Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase; provided, however, that in the event that the aggregate principal amount of the Securities that the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate principal amount of Securities set forth in Schedule I hereto, the Company shall be entitled to a period of 36 hours within which to procure another party or parties reasonably satisfactory to the non-defaulting Underwriters, as the case may be, to purchase no less than the amount of such unpurchased Securities that exceeds 10% of the principal amount thereof upon such terms herein set forth. If, however, the Company shall not have completed such arrangements within 72 hours after such default and the principal amount of unpurchased Securities exceeds 10% of the principal amount of such Securities to be purchased on
such date, then this Agreement will terminate without liability to any non-defaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 10, the Closing Date shall be postponed for such period, not exceeding five Business Days, to effect any changes that in the opinion of counsel for the Company or counsel for the Representatives are necessary in the Registration Statement and the Prospectus or in any other documents or arrangements. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company or any nondefaulting Underwriter for damages occasioned by its default hereunder.

(y) Recognition of the U.S. Special Resolution Regimes

(i) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(ii) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For the purposes of this Section 10(y):

“BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

“Covered Entity” means any of the following:

(i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);
(ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or
(iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.
11. **Termination.** This Agreement shall be subject to termination in the absolute discretion of BofA Securities, Inc., by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior to such time (i) trading in any securities generally or trading of any securities issued or guaranteed by the Company or any Guarantor on the New York Stock Exchange or the NASDAQ Global Market shall have been suspended or materially limited or minimum prices shall have been established on such exchange or the NASDAQ Global Market; (ii) a banking moratorium shall have been declared either by U.S. federal or New York state authorities; or (iii) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis the effect of which on financial markets is such as to make it, in the judgment of BofA Securities, Inc., impractical or inadvisable to proceed with the offering, sale or delivery of the Securities as contemplated in the Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto).

12. **Representations and Indemnities to Survive.** The respective agreements, representations, warranties, indemnities and other statements of the Company and the Guarantors or their respective officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of the Underwriters or the Company and the Guarantors, or any of the indemnified persons referred to in Section 9 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 5(j), 8 and 9 hereof shall survive the termination or cancellation of this Agreement.

13. **Notices.** All communications hereunder will be in writing and effective only on receipt and, if sent to the Representatives, will be mailed, delivered or faxed to 50 Rockefeller Plaza, New York, New York 10020 (fax no.: (212) 901-7881)), One Bryant Park New York, New York 10036, Attention: High Grade Transaction Management/Legal or, if sent to the Company or the Guarantors, will be mailed, delivered or faxed c/o HCA Inc. (fax no.: (615) 344-1531) and confirmed to it at One Park Plaza, Nashville, Tennessee 37203, Attention: General Counsel, with a copy to David Lopez, Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York (fax no.: (212) 225-3999). The Company shall be entitled to act and rely upon any request, consent, notice or agreement given or made on behalf of the Underwriters by BofA Securities, Inc.

14. **Successors.** This Agreement will inure to the benefit of and be binding upon the parties hereto and at and after the Closing Date, the Company and the Guarantors and their respective successors and the indemnified persons referred to in Section 9 hereof and their respective successors and no other person will have any right or obligation hereunder. No purchaser of Securities from any Underwriter shall be deemed to be a successor merely by reason of such purchase. It is further acknowledged and agreed that BofA Securities, Inc. may, without notice to you, assign its rights and obligations under this Agreement to BofA Securities, Inc. or any other registered broker-dealer wholly-owned by Bank of America Corporation to which all or substantially all of Bank of America Corporation’s or any of its subsidiaries’ investment banking, commercial lending services or related business may be transferred following the date hereof.

15. **Applicable Law.** THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WITHIN THE STATE OF NEW YORK. THE PARTIES HERETO EACH HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.
16. **Counterparts.** This Agreement may be signed in one or more counterparts (which may be delivered in original form, facsimile or “pdf” file thereof), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

17. **Headings.** The section headings used herein are for convenience only and shall not affect the construction hereof.

18. **Definitions.** The terms that follow, when used in this Agreement, shall have the meanings indicated.

“**Act**” shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

“**Additional First Lien Secured Party Consent**” means the Additional First Lien Secured Party Consent, to be dated as of the Closing Date, substantially in the form of Annex C to the Security Agreement among the Company, each of the Grantors party thereto, Bank of America, N.A., as First Lien Collateral Agent, and the Trustee.

“**Additional Receivables Intercreditor Agreement**” shall mean the Additional Receivables Intercreditor Agreement, to be dated as of the Closing Date, among Bank of America, N.A., as collateral agent for the holders of obligations under the asset-based revolving credit facility, and the First Lien Collateral Agent, and consented to by the Company and the Subsidiary Guarantors.

“**Affiliate**” shall have the meaning specified in Rule 501(b) of Regulation D.

“**Agreement**” shall mean this underwriting agreement.

“**Applicable Time**” shall mean 6:10 PM, Eastern Time on June 5, 2019.

“**Business Day**” shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which commercial banking institutions or trust companies are authorized or required by law to close in New York City.

“**First Lien Collateral Agent**” shall mean Bank of America, N.A., in its capacity as collateral agent for the New First Lien Secured Parties (as defined in the Registration Statement, the Disclosure Package and the Prospectus) and for the holders of the obligations under the Credit Facilities (excluding the holders of obligations under the asset-based revolving credit facility) and under the First Lien Indentures.

“**Investment Company Act**” shall mean the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission promulgated thereunder.
“Mortgages” shall mean, collectively, the mortgages, deeds of trust or deeds to secure debt (or assignments of certain existing mortgages and deeds of trust to Bank of America, N.A., as First Lien Collateral Agent, and amendments, modifications or restatements thereof) evidencing the liens on certain real property of the Company that will secure the Securities.

“Security Documents” means (i) the Security Agreement, dated as of November 17, 2006 and amended and restated as of March 2, 2009, among the Company, each of the Grantors party thereto and the First Lien Collateral Agent, (ii) the Pledge Agreement, dated as of November 17, 2006 and amended and restated as of March 2, 2009, among the Company, each of the Pledgors party thereto and the First Lien Collateral Agent, (iii) the Additional First Lien Secured Party Consent, (iv) the Additional Receivables Intercreditor Agreement and (v) the First Lien Intercreditor Agreement, dated as of April 22, 2009, among the First Lien Collateral Agent, Bank of America, N.A., as authorized representative for the holders of the obligations under the Credit Facilities (excluding the holders of obligations under the asset-based revolving credit facility) and Delaware Trust Company (as successor to Law Debenture Trust Company of New York), as authorized representative of the Additional First Lien Secured Parties (as defined therein), and each additional authorized representative from time to time party thereto.

“subsidiary” means “Subsidiary” as defined in the Registration Statement, the Disclosure Package and the Prospectus under the captions “Description of the Notes.”

“Trust Indenture Act” shall mean the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission promulgated thereunder.
If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement between the Company and the several Underwriters.

Very truly yours,

HCA INC.
By: /s/ J. William B. Morrow
   Name: J. William B. Morrow
   Title: Senior Vice President — Finance & Treasurer

HCA HEALTHCARE, INC.
By: /s/ J. William B. Morrow
   Name: J. William B. Morrow
   Title: Senior Vice President — Finance & Treasurer

Each of the SUBSIDIARY GUARANTORS listed on Schedule II hereto (other than MediCredit, Inc.)

By: /s/ John M. Franck II
   Name: John M. Franck II
   Title: Authorized Signatory

MEDICREDIT, INC.
By: /s/ N. Eric Ward
   Name: N. Eric Ward
   Title: President & CEO

[Signature Page to Underwriting Agreement]
The foregoing Agreement is hereby confirmed and accepted as of the date first above written.

BOFA SECURITIES, INC.

For itself and as a Representative of the several Underwriters named in Schedule I to the foregoing Agreement.

By: BOFA SECURITIES, INC.

By: /s/ Andrew Karp

Name: Andrew Karp
Title: Managing Director

[Signature Page to Underwriting Agreement]
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<td>MUFG Securities Americas Inc.</td>
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<td>$14,000,000</td>
<td>$28,000,000</td>
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<td>Regions Securities LLC</td>
<td>$28,000,000</td>
<td>$14,000,000</td>
<td>$28,000,000</td>
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<td>Scotia Capital (USA) Inc.</td>
<td>$28,000,000</td>
<td>$14,000,000</td>
<td>$28,000,000</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$2,000,000,000</strong></td>
<td><strong>$1,000,000,000</strong></td>
<td><strong>$2,000,000,000</strong></td>
</tr>
</tbody>
</table>
Subsidiary Guarantors

American Medicorp Development Co.
Bay Hospital, Inc.
Brigham City Community Hospital, Inc.
Brookwood Medical Center of Gulfport, Inc.
Capital Division, Inc.
Centerpoint Medical Center of Independence, LLC
Central Florida Regional Hospital, Inc.
Central Shared Services, LLC
Central Tennessee Hospital Corporation
CHCA Bayshore, L.P.
CHCA Conroe, L.P.
CHCA Mainland, L.P.
CHCA Pearland, L.P.
CHCA West Houston, L.P.
CHCA Woman's Hospital, L.P.
Chippenham & Johnston-Willis Hospitals, Inc.
Citrus Memorial Hospital, Inc.
Citrus Memorial Property Management, Inc.
Colorado Health Systems, Inc.
Columbia ASC Management, L.P.
Columbia Healthcare System of Louisiana, Inc.
Columbia Jacksonville Healthcare System, Inc.
Columbia LaGrange Hospital, LLC
Columbia Medical Center of Arlington Subsidiary, L.P.
Columbia Medical Center of Denton Subsidiary, L.P.
Columbia Medical Center of Las Colinas, Inc.
Columbia Medical Center of Lewisville Subsidiary, L.P.
Columbia Medical Center of McKinney Subsidiary, L.P.
Columbia Medical Center of Plano Subsidiary, L.P.
Columbia North Hills Hospital Subsidiary, L.P.
Columbia Ogden Medical Center, Inc.
Columbia Parkersburg Healthcare System, LLC
Columbia Plaza Medical Center of Fort Worth Subsidiary, L.P.
Columbia Rio Grande Healthcare, L.P.
Columbia Riverside, Inc.
Columbia Valley Healthcare System, L.P.
Columbia/Alleghany Regional Hospital, Incorporated
Columbia/HCA John Randolph, Inc.
Columbine Psychiatric Center, Inc.
Columbus Cardiology, Inc.
Cy-Fair Medical Center Hospital, LLC
Conroe Hospital Corporation
Dallas/Ft. Worth Physician, LLC

Schedule II-1
Dublin Community Hospital, LLC
East Florida – DMC, Inc.
Eastern Idaho Health Services, Inc.
Edward White Hospital, Inc.
El Paso Surgicenter, Inc.
Encino Hospital Corporation, Inc.
EP Health, LLC
Fairview Park GP, LLC
Fairview Park, Limited Partnership
Frankfort Hospital, Inc.
Galen Property, LLC
Good Samaritan Hospital, L.P.
Goppert-Trinity Family Care, LLC
GPCH-GP, Inc.
Grand Strand Regional Medical Center, LLC
Green Oaks Hospital Subsidiary, L.P.
Greenview Hospital, Inc.
H2U Wellness Centers, LLC
HCA American Finance LLC
HCA — HealthONE LLC
HCA — IT&S Field Operations, Inc.
HCA — IT&S Inventory Management, Inc.
HCA Central Group, Inc.
HCA Health Services of Florida, Inc.
HCA Health Services of Louisiana, Inc.
HCA Health Services of Tennessee, Inc.
HCA Health Services of Virginia, Inc.
HCA Management Services, L.P.
HCA Pearland GP, Inc.
HCA Realty, Inc.
HCA SFB 1 LLC
HD&S Corp. Successor, Inc.
Health Midwest Office Facilities Corporation
Health Midwest Ventures Group, Inc.
HealthTrust Workforce Solutions, LLC
Hendersonville Hospital Corporation
Hospital Corporation of Tennessee
Hospital Corporation of Utah
Hospital Development Properties, Inc.
Houston – PPH, LLC
Houston NW Manager, LLC
HPG Enterprises, LLC
HSS Holdco, LLC
HSS Systems, LLC
HSS Virginia, L.P.
HTI Memorial Hospital Corporation
HTI MOB, LLC

Schedule II-2
Integrated Regional Lab, LLC
Integrated Regional Laboratories, LLP
JFK Medical Center Limited Partnership
JPM AA Housing, LLC
KPH-Consolidation, Inc.
Lakeview Medical Center, LLC
Largo Medical Center, Inc.
Las Vegas Surgicare, Inc.
Lawnwood Medical Center, Inc.
Lewis-Gale Hospital, Incorporated
Lewis-Gale Medical Center, LLC
Lewis-Gale Physicians, LLC
Lone Peak Hospital, Inc.
Los Robles Regional Medical Center Management Services Holdings, Inc.
Marietta Surgical Center, Inc.
Marion Community Hospital, Inc.
MCA Investment Company
Medical Centers of Oklahoma, LLC
Medical Office Buildings of Kansas, LLC
MediCredit, Inc.
Memorial Healthcare Group, Inc.
Midwest Division — ACH, LLC
Midwest Division — LRHC, LLC
Midwest Division — LSH, LLC
Midwest Division — MCI, LLC
Midwest Division — MMC, LLC
Midwest Division — OPRMC, LLC
Midwest Division — PFC, LLC
Midwest Division — RBH, LLC
Midwest Division — RMC, LLC
Midwest Holdings, Inc.
Montgomery Regional Hospital, Inc.
Mountain Division — CVH, LLC
Mountain View Hospital, Inc.
Nashville Shared Services General Partnership
National Patient Account Services, Inc.
New Iberia Healthcare, LLC
New Port Richey Hospital, Inc.
New Rose Holding Company, Inc.
North Florida Immediate Care Center, Inc.
North Florida Regional Medical Center, Inc.
North Houston – TRMC, LLC
North Texas — MCA, LLC
Northern Utah Healthcare Corporation
Northern Virginia Community Hospital, LLC
Northlake Medical Center, LLC

Schedule II-3
Notami Hospitals of Louisiana, Inc.
Notami Hospitals, LLC
Okaloosa Hospital, Inc.
Oklahoma Holding Company, LLC
Okeechobee Hospital, Inc.
Outpatient Cardiovascular Center of Central Florida, LLC
Outpatient Services Holdings, Inc.
Oviedo Medical Center, LLC
Palms West Hospital Limited Partnership
Parallon Business Solutions, LLC
Parallon Enterprises, LLC
Parallon Health Information Solutions, LLC
Parallon Holdings, LLC
Parallon Payroll Solutions, LLC
Parallon Physician Services, LLC
Parallon Revenue Cycle Services, Inc.
Pasadena Bayshore Hospital, Inc.
PatientKeeper, Inc.
Pearland Partner, LLC
Plantation General Hospital, L.P.
Plaza Specialty Hospital, LLC
Poinciana Medical Center, Inc.
Primary Health, Inc.
PTS Solutions, LLC
Pulaski Community Hospital, Inc.
Putnam Community Medical Center of North Florida, LLC
Redmond Park Hospital, LLC
Redmond Physician Practice Company
Reston Hospital Center, LLC
Retreat Hospital, LLC
Rio Grande Regional Hospital, Inc.
Riverside Healthcare System, L.P.
Riverside Hospital, Inc.
Samaritan, LLC
San Jose Healthcare System, LP
San Jose Hospital, L.P.
San Jose Medical Center, LLC
San Jose, LLC
Sarah Cannon Research Institute, LLC
Sarasota Doctors Hospital, Inc.
Savannah Health Services, LLC
SCRI Holdings, LLC
Sebring Health Services, LLC
SJMC, LLC
Southeast Georgia Health Services, LLC
Southern Hills Medical Center, LLC
Southpoint, LLC
Spalding Rehabilitation L.L.C.

Schedule II-4
Spotsylvania Medical Center, Inc.
Spring Branch Medical Center, Inc.
Spring Hill Hospital, Inc.
SSHR Holdco, LLC
Sun City Hospital, Inc.
Sunrise Mountainview Hospital, Inc.
Surgicare of Brandon, Inc.
Surgicare of Florida, Inc.
Surgicare of Houston Women’s, Inc.
Surgicare of Manatee, Inc.
Surgicare of Newport Richey, Inc.
Surgicare of Palms West, LLC
Surgicare of Riverside, LLC
Tallahassee Medical Center, Inc.
TCMC Madison-Portland, Inc.
Terre Haute Hospital GP, Inc.
Terre Haute Hospital Holdings, Inc.
Terre Haute MOB, L.P.
Terre Haute Regional Hospital, L.P.
The Regional Health System of Acadiana, LLC
Timpanogos Regional Medical Services, Inc.
Trident Medical Center, LLC
U.S. Collections, Inc.
Utah Medco, LLC
VH Holdco, Inc.
VH Holdings, Inc.
Virginia Psychiatric Company, Inc.
Vision Consulting Group, LLC
Vision Holdings, LLC
Walterboro Community Hospital, Inc.
WCP Properties, LLC
Weatherford Health Services, LLC
Wesley Medical Center, LLC
West Florida — MHT, LLC
West Florida — PPH, LLC
West Florida Regional Medical Center, Inc.
West Valley Medical Center, Inc.
Western Plains Capital, Inc.
WHMC, Inc.
Woman's Hospital of Texas, Incorporated

Schedule II-5
Post-Closing Matters

Within 90 days after the Closing Date, the First Lien Collateral Agent shall have received:

1. fully executed counterparts of an amendment to each of the Mortgages (the “Mortgage Amendments,” each a “Mortgage Amendment”), as appropriate, in form and substance reasonably satisfactory to the Underwriters, which Mortgage Amendments shall cover the Mortgaged Properties (as defined in Annex D) owned by the Company or the Subsidiary Guarantors as are designated on Annex D hereto, together with evidence that counterparts of said Mortgage Amendments have been delivered to the title insurance company insuring the Lien (as defined in the Indentures) of the Mortgages for recording in all places where such Mortgages are recorded, which Mortgage Amendments shall effectively create in favor of the First Lien Collateral Agent for the benefit of the New First Lien Secured Parties (as defined in the Prospectus), including the First Lien Collateral Agent and the Trustee on behalf of the holders of the Securities, a first-priority mortgage Lien on each Mortgaged Property, subject only to (i) those Liens created by the Security Documents and the Mortgage Amendments, (ii) those Liens, encumbrances, hypothecs and other matters affecting title to such Mortgaged Property as may have been found reasonably acceptable by the lenders or the administrative agent (as applicable) under the Credit Facilities in connection with the mortgages provided pursuant thereto, (iii) as to any particular real property at any time, such easements, encroachments, covenants, rights of way, minor defects, irregularities or encumbrances on title which could not reasonably be expected to materially impair such Mortgaged Property for the purpose for which it is held by the mortgagor or grantor thereof, (iv) zoning and other municipal ordinances which are not violated in any material respect by the existing improvements and the present use made by the mortgagor or grantor thereof of the premises, (v) general real estate taxes and assessments not yet delinquent, (vi) such other similar items as may have been consented to by the lenders or the administrative agent (as applicable) under the Credit Facilities in connection with the mortgages provided pursuant thereto, (vii) Enforceability Limitations, (viii) Permitted Exceptions and (ix) Permitted Liens (as defined in the Prospectus) and the Liens securing the obligations under the Indentures;

2. with respect to each Mortgage Amendment intended to encumber a Mortgaged Property, (i) a title search of the relevant Mortgaged Property (except for Mortgaged Properties located in Texas) confirming that there are no Liens of record in violation of the provisions of the applicable Mortgage and (ii) for Mortgaged Properties located in Texas, a date-down or modification endorsement to the policy or policies of title insurance insuring the Lien of each Mortgage, insuring that such Mortgage, as amended by such Mortgage Amendment is a valid and enforceable first priority lien on such Mortgaged Property in favor of the First Lien Collateral Agent for the benefit of the New First Lien Secured Parties; and

3. the opinions, addressed to the Underwriters and the First Lien Collateral Agent, of (1) outside counsel or in-house counsel, as to the due authorization, execution and delivery of the Mortgage Amendments by the Company, any Subsidiary Guarantor or any of their respective subsidiaries, as applicable, and (2) local counsel in each jurisdiction where Mortgaged Property is located, each in form and substance substantially similar to those provided in connection with the Credit Facilities.
Disclosure Package

Pricing Term Sheet, dated June 5, 2019, to the Preliminary Prospectus.

[See Attached]

Annex A
HCA Inc.

$2,000,000,000 4 1/8% Senior Secured Notes due 2029 (the “2029 notes”)
$1,000,000,000 5 1/8% Senior Secured Notes due 2039 (the “2039 notes”)
$2,000,000,000 5 1/4% Senior Secured Notes due 2049 (the “2049 notes”)
(collectively, the “notes”)

Pricing Supplement

Pricing Supplement dated June 5, 2019 to HCA Inc.’s Preliminary Prospectus Supplement dated June 5, 2019. This Pricing Supplement is qualified in its entirety by reference to the Preliminary Prospectus Supplement. The information in this Pricing Supplement supplements the Preliminary Prospectus Supplement and supersedes the information in the Preliminary Prospectus Supplement to the extent it is inconsistent with the information in the Preliminary Prospectus Supplement. Financial information presented in the Preliminary Prospectus Supplement is deemed to have changed to the extent affected by changes described herein. Capitalized terms used in this Pricing Supplement but not defined have the meanings given them in the Preliminary Prospectus Supplement.

Terms Applicable to the 2029 notes

<table>
<thead>
<tr>
<th><strong>Issuer</strong></th>
<th>HCA Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Aggregate Principal Amount</strong></td>
<td>$2,000,000,000</td>
</tr>
<tr>
<td><strong>Title of Security</strong></td>
<td>4 1/8% Senior Secured Notes due 2029</td>
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<tr>
<td><strong>Maturity Date</strong></td>
<td>June 15, 2029</td>
</tr>
<tr>
<td><strong>Spread to Treasury</strong></td>
<td>205 basis points</td>
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<tr>
<td><strong>Benchmark Treasury</strong></td>
<td>UST 2.375% due May 15, 2029</td>
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Annex A
Benchmark Treasury Price & Yield 102-04 / 2.137%

Coupon 4 1/8%

Public Offering Price 99.497% plus accrued interest, if any, from June 12, 2019

Yield to Maturity 4.187%

Interest Payment Dates June 15 and December 15 of each year, beginning on December 15, 2019

Record Dates June 1 and December 1 of each year

Gross Proceeds $1,989,940,000

Net Proceeds to Issuer before Expenses $1,976,940,000

CUSIP/ISIN Numbers CUSIP: 404119 BX6
ISIN: US404119BX69

Optional Redemption

Prior to March 15, 2029, the 2029 notes will be redeemable, at our option, at any time in whole or from time to time in part, at a redemption, or “make-whole,” price equal to the greater of:

(i) 100% of the aggregate principal amount of the 2029 notes to be redeemed, and

(ii) an amount equal to the sum of the present value of (a) the payment on March 15, 2029 of principal of the 2029 notes to be redeemed and (b) the payment of the remaining scheduled payments through March 15, 2029 of interest on the 2029 notes to be redeemed (excluding accrued and unpaid interest to the redemption date and subject to the right of Holders on the relevant record date to receive interest due on the relevant interest payment date) discounted from their scheduled date of payment to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the Treasury Rate plus 35 basis points plus, in each of (i) and (ii) above, accrued and unpaid interest, if any, to such redemption date.

On and after March 15, 2029, the 2029 notes will be redeemable, at our option, at any time in whole or from time to time in part, at a redemption price equal to 100% of the principal amount of such 2029 notes plus accrued and unpaid interest, if any, to such redemption date.

Annex A
<table>
<thead>
<tr>
<th>Terms Applicable to the 2039 notes</th>
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<tbody>
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<td><strong>Issuer</strong></td>
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<tr>
<td><strong>Aggregate Principal Amount</strong></td>
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<tr>
<td><strong>Title of Security</strong></td>
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<tr>
<td><strong>Maturity Date</strong></td>
</tr>
<tr>
<td><strong>Spread to Treasury</strong></td>
</tr>
<tr>
<td><strong>Benchmark Treasury</strong></td>
</tr>
<tr>
<td><strong>Benchmark Treasury Price &amp; Yield</strong></td>
</tr>
<tr>
<td><strong>Coupon</strong></td>
</tr>
<tr>
<td><strong>Public Offering Price</strong></td>
</tr>
<tr>
<td><strong>Yield to Maturity</strong></td>
</tr>
<tr>
<td><strong>Interest Payment Dates</strong></td>
</tr>
<tr>
<td><strong>Record Dates</strong></td>
</tr>
<tr>
<td><strong>Gross Proceeds</strong></td>
</tr>
<tr>
<td><strong>Net Proceeds to Issuer before Expenses</strong></td>
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</table>
| **CUSIP/ISIN Numbers** | CUSIP: 404119 BY4  
ISIN: US404119BY43 |

Annex A
Optional Redemption

Prior to December 15, 2038, the 2039 notes will be redeemable, at our option, at any time in whole or from time to time in part, at a redemption, or “make-whole,” price equal to the greater of:

(i) 100% of the aggregate principal amount of the 2039 notes to be redeemed, and

(ii) an amount equal to the sum of the present value of (a) the payment on December 15, 2038 of principal of the 2039 notes to be redeemed and (b) the payment of the remaining scheduled payments through December 15, 2038 of interest on the 2039 notes to be redeemed (excluding accrued and unpaid interest to the redemption date and subject to the right of Holders on the relevant record date to receive interest due on the relevant interest payment date) discounted from their scheduled date of payment to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the Treasury Rate plus 40 basis points plus, in each of (i) and (ii) above, accrued and unpaid interest, if any, to such redemption date.

On and after December 15, 2038, the 2039 notes will be redeemable, at our option, at any time in whole or from time to time in part, at a redemption price equal to 100% of the principal amount of such 2039 notes plus accrued and unpaid interest, if any, to such redemption date.

Terms Applicable to the 2049 notes

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<th>Issuer</th>
<th>HCA Inc.</th>
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<tbody>
<tr>
<td>Aggregate Principal Amount</td>
<td>$2,000,000,000</td>
</tr>
<tr>
<td>Title of Security</td>
<td>5 1/4% Senior Secured Notes due 2049</td>
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<td>Maturity Date</td>
<td>June 15, 2049</td>
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<tr>
<td>Spread to Treasury</td>
<td>270 basis points</td>
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<tr>
<td>Benchmark Treasury</td>
<td>UST 3.000% due February 15, 2049</td>
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Annex A
Benchmark Treasury Price & Yield  
5 1/4%  
Public Offering Price  
98.528% plus accrued interest, if any, from June 12, 2019  
Yield to Maturity  
5.349%  
Interest Payment Dates  
June 15 and December 15 of each year, beginning on December 15, 2019  
Record Dates  
June 1 and December 1 of each year  
Gross Proceeds  
$1,970,560,000  
Net Proceeds to Issuer before Expenses  
$1,953,060,000  
CUSIP/ISIN Numbers  
CUSIP: 404119 BZ1  
ISIN: US404119BZ18  
Optional Redemption  
Prior to December 15, 2048, the 2049 notes will be redeemable, at our option, at any time in whole or from time to time in part, at a redemption, or “make-whole,” price equal to the greater of:

(i) 100% of the aggregate principal amount of the 2049 notes to be redeemed, and  
(ii) an amount equal to the sum of the present value of (a) the payment on December 15, 2048 of principal of the 2049 notes to be redeemed and (b) the payment of the remaining scheduled payments through December 15, 2048 of interest on the 2049 notes to be redeemed (excluding accrued and unpaid interest to the redemption date and subject to the right of Holders on the relevant record date to receive interest due on the relevant interest payment date) discounted from their scheduled date of payment to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the Treasury Rate plus 45 basis points plus, in each of (i) and (ii) above, accrued and unpaid interest, if any, to such redemption date.  

On and after December 15, 2048, the 2049 notes will be redeemable, at our option, at any time in whole or from time to time in part, at a redemption price equal to 100% of the principal amount of such 2049 notes plus accrued and unpaid interest, if any, to such redemption date.  

Annex A
Terms Applicable to the 2029 notes, the 2039 notes and the 2049 notes

**Change of Control**

Upon certain change of control events, each Holder may require the Issuer to repurchase at 101%, plus accrued and unpaid interest, if any.

**Trade Date**

June 5, 2019

**Use of Proceeds**

We estimate that our net proceeds from this offering, after deducting underwriting discounts and estimated offering expenses, will be approximately $4,905,110,000.

We intend to use the net proceeds of this offering for general corporate purposes and for the redemption of all $600 million outstanding aggregate principal amount of the Issuer’s 4.25% Senior Secured Notes due 2019, all $3 billion outstanding aggregate principal amount of the Issuer’s 6.50% Senior Secured Notes due 2020 and all $1.35 billion outstanding aggregate principal amount of the Issuer’s 5.875% Senior Secured Notes due 2022.

**Denominations**

$2,000 and integral multiples of $1,000

**Form of Offering**

SEC Registered (Registration No. 333-226709)

**Joint Book-Running Managers**

BofA Securities, Inc.
Citigroup Global Markets Inc.
J.P. Morgan Securities LLC
Barclays Capital Inc.
Deutsche Bank Securities Inc.
Goldman Sachs & Co. LLC
Morgan Stanley & Co. LLC
SMBC Nikko Securities America, Inc.
Wells Fargo Securities, LLC

**Co-Managers**

Mizuho Securities USA LLC
RBC Capital Markets, LLC
SunTrust Robinson Humphrey, Inc.
Capital One Securities, Inc.
Fifth Third Securities, Inc.
MUFG Securities Americas Inc.
Regions Securities LLC
Scotia Capital (USA) Inc.

Annex A
Settlement Date

June 12, 2019 (T+5)

We expect that delivery of the notes will be made to investors on or about June 12, 2019, which will be the fifth business day following the date of this pricing term sheet (such settlement being referred to as “T+5”). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes prior to the delivery of the notes hereunder will be required, by virtue of the fact that the notes initially settle in T+5, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the notes who wish to trade the notes prior to their date of delivery hereunder should consult their advisors.

The issuer has filed a registration statement (including a prospectus and a related preliminary prospectus supplement) with the United States Securities and Exchange Commission (“SEC”) for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement, the preliminary prospectus supplement and other documents HCA Healthcare, Inc. has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, copies of the preliminary prospectus supplement and accompanying prospectus may be obtained from any of BofA Securities, Inc., NC1-004-03-43, 200 North College Street, 3rd floor, Charlotte NC 28255-0001, Attn: Prospectus Department, by telephone (800) 294-1322 or by emailing: dg.prospectus_requests@baml.com, Citigroup Global Markets Inc., c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, by telephone: (800) 831-9146 or by emailing: prospectus@citi.com or J.P. Morgan Securities LLC, 383 Madison Avenue, New York, NY 10179, Attn: Investment Grade Syndicate Desk or collect at 1-212-834-4533.

This communication should be read in conjunction with the preliminary prospectus supplement and the accompanying prospectus. The information in this communication supersedes the information in the preliminary prospectus supplement and the accompanying prospectus to the extent inconsistent with the information in such preliminary prospectus supplement and the accompanying prospectus.

ANY DISCLAIMERS OR OTHER NOTICES THAT MAY APPEAR BELOW ARE NOT APPLICABLE TO THIS COMMUNICATION AND SHOULD BE DISREGARDED. SUCH DISCLAIMERS OR OTHER NOTICES WERE AUTOMATICALLY GENERATED AS A RESULT OF THIS COMMUNICATION BEING SENT VIA BLOOMBERG OR ANOTHER EMAIL SYSTEM.

Annex A
Subsidiaries of the Company

2490, LLC
360 Community Alliance, LLC
4600 Waters Avenue Professional Building Condominium Association, Inc.
52 Alderley Road LLP
AC Med, LLC
Acadiana Care Center, Inc.
Acadiana Practice Management, Inc.
Acadiana Regional Pharmacy, Inc.
Access 2 Health Care Physicians, LLC
Access Health Care Physicians, LLC
Access Management Co., LLC
Ace Leasing II, LLC
ACH, Inc.
Acute Kids Urgent Care of Medical City Children’s Hospital, PLLC
Acworth Immediate Care, LLC
ADC Surgicenter, LLC
Administrative Physicians of North Texas, PLLC
Advanced Bundle Convener, LLC
Advanced Plastic Surgery Center of Terre Haute, LLC
Alaska Regional Medical Group, LLC
Albany Family Practice, LLC
Aligned Business Consortium Group, L.P.
All About Staffing (India) Ltd.
All About Staffing Philippines, Inc.
All About Staffing, Inc.
Alleghany General and Bariatric Services, LLC
Alleghany Hospitalists, LLC
Alleghany Primary Care, Inc.
Alleghany Specialists, LLC
Alliance Surgicare, LLC
Alpharetta Imaging Services, LLC
Alpine Surgicenter, LLC
Alta Internal Medicine, LLC
Alternaco, LLC
Altitude Mid Level Providers, LLC
Ambulatory Endoscopy Clinic of Dallas, Ltd.
Ambulatory Endoscopy Holdco, LLC
Ambulatory Laser Associates, GP
Ambulatory Services Management Corporation of Chesterfield County, Inc.

Annex C-1-1
Calloway Creek Surgicare, LLC
Cancer Centers of North Florida, LLC
Cancer Services of Aventura, LLC
Capital Anesthesia Services, LLC
Capital Area Cardiology
Capital Area CareNow Physician Associates
Capital Area Multispecialty Providers
Capital Area Neurosurgeons
Capital Area Occupational Medicine, PLLC
Capital Area Primary Care Providers
Capital Area Primary Care, PLLC
Capital Area Providers
Capital Area Specialists, PLLC
Capital Area Specialty Providers
Capital Area Surgeons, PLLC
Capital Division—CCA, Inc.
Capital Division, Inc.
Capital Network Services, Inc.
Capital Professional Billing, LLC
Capital Regional Healthcare, LLC
Capital Regional Heart Associates LLC
Capital Regional Psychiatry Associates, LLC
Cardiac Surgical Associates, LLC
Cardio Vascular Surgeons of North Texas, PLLC
Cardiology Associates Medical Group, LLC
Cardiology Clinic of San Antonio, PLLC
Cardiology Specialists of North Texas, PLLC
Care for Women, LLC
Career Staffing USA, Inc.
CareOne Home Health Services, Inc.
CareOne Home Health Services, Inc.
CarePartners HHA Holdings, LLLP
CarePartners HHA, LLLP
CarePartners Rehabilitation Hospital, LLLP
CareSpot of Brentwood (210 Franklin Road), LLC
CareSpot of Cool Springs (100 International Drive), LLC
CareSpot of Donelson (2372 Lebanon Road), LLC
CareSpot of Hendersonville (200 N. Anderson Lane), LLC
CareSpot of Hendersonville (280 Indian Lake Boulevard), LLC
CareSpot of Hermitage (5225 Old Hickory Boulevard), LLC
CareSpot of Lebanon (1705 West Main Street), LLC
CareSpot of Mt. Juliet (S. Mt. Juliet Road), LLC
CareSpot of Murfreesboro (1340 Broad Street), LLC
CareSpot of Nashville (2001 Glen Echo Road), LLC
CareSpot of Nashville (West End Avenue), LLC
CareSpot Professional Services of Middle Tennessee, LLC
Carlin Springs Urgent Care, LLC

Annex C-1-5
Central San Antonio Surgical Center Investors, Ltd.
Central Shared Services, LLC
Central Tennessee Hospital Corporation
Central Texas Cardiac Arrhythmia Physicians, PLLC
Centrum Surgery Center, Ltd.
CFC Investments, Inc.
CH Systems
Charleston CareNow Urgent Care, LLC
Chatsworth Hospital Corp.
Chattanooga ASC Acquisition, Inc.
Chattanooga ASC, LLC
Chattanooga Diagnostic Associates, LLC
Chattanooga Healthcare Network Partner, Inc.
Chattanooga Healthcare Network, L.P.
CHC Finance Co.
CHC Holdings, Inc.
CHC Management, Ltd.
CHC Payroll Agent, Inc.
CHC Payroll Company
CHC Realty Company
CHC Venture Co.
CHCA Bayshore, L.P.
CHCA Clear Lake, L.P.
CHCA Conroe, L.P.
CHCA Hospital L.P, Inc.
CHCA Mainland, L.P.
CHCA Pearland, L.P.
CHCA West Houston, L.P.
CHCA Woman's Hospital, L.P.
CHC-El Paso Corp.
CHCK, Inc.
CHC-Miami Corp.
Chelsea Outpatient Centre LLP
Chesterfield Imaging, LLC
Chicago Grant Hospital, Inc.
Children's Multi-Specialty Group, LLC
Chino Community Hospital Corporation, Inc.
Chippenham & Johnston-Willis Hospitals, Inc.
Chippenham & Johnston-Willis Sports Medicine, LLC
Chippenham Ambulatory Surgery Center, LLC
Chippenham Pediatric Specialists, LLC
Chiswick Outpatient Centre LLP
Christiansburg Family Medicine, LLC
Christiansburg Internal Medicine, LLC
Christina Cano-Gonzalez, M.D., PLLC
Chugach PT, Inc.
Church Street Partners
Citrus Memorial Hospital, Inc.

Annex C-1-7
Citrus Memorial Property Management, Inc.
Citrus Primary Care, Inc.
Citrus Specialty Group, Inc.
Citrus Surgicenter, LLC
City of San Antonio H2U Employee Health and Wellness Center, PLLC
CJW Infectious Disease, LLC
CJW Wound Healing Center, LLC
Clarksville Surgicenter, LLC
CLASC Manager, LLC
Clear Creek Surgery Center, LLC
Clear Lake Cardiac Catheterization Center, L.P.
Clear Lake Cardiac GP, LLC
Clear Lake Family Physicians, PLLC
Clear Lake Merger, LLC
Clear Lake Multi-Specialty Group, PLLC
Clear Lake Regional Medical Center, Inc.
Clear Lake Regional Partner, LLC
Clear Lake Surgicare, Ltd.
Clinical Education Shared Services, LLC
ClinicServ, LLC
Clinishare, Inc.
Coastal Bend Hospital CT Services, Ltd.
Coastal Bend Hospital, Inc.
Coastal Carolina Home Care, Inc.
Coastal Carolina Multispecialty Associates, LLC
Coastal Carolina Primary Care, LLC
Coastal Healthcare Services, Inc.
Coastal Imaging Center of Gulfport, Inc.
Coastal Imaging Center, L.P.
Coastal Inpatient Physicians, LLC
Cobb Imaging Services, LLC
Coliseum Health Group, Inc.
Coliseum Health Group, LLC
Coliseum Medical Center, LLC
Coliseum Park Hospital, Inc.
Coliseum Primary Care Services, LLC
Coliseum Primary Healthcare—Macon, LLC
Coliseum Primary Healthcare—Riverside, LLC
Coliseum Professional Associates, LLC
Coliseum Same Day Surgery Center, L.P.
Coliseum Surgery Center, L.L.C.
College Park Ancillary, LLC
College Park Endoscopy Center, LLC
College Park Radiology, LLC
Colleton Ambulatory Care, LLC
Colleton Diagnostic Center, LLC
Colleton Medical Anesthesia, LLC
Colleton Medical Hospitalists, LLC

Annex C-1-8
Colleton Otolaryngology, Head and Neck Surgery, LLC
Collier County Home Health Agency, Inc.
Collin County Diagnostic Associates, PLLC
COL-NAMC Holdings, Inc.
Colorado Health Systems, Inc.
Columbia Ambulatory Surgery Division, Inc.
Columbia Arlington Healthcare System, L.L.C.
Columbia ASC Management, L.P.
Columbia Bay Area Realty, Ltd.
Columbia Behavioral Health, LLC
Columbia Behavioral Health, Ltd.
Columbia Behavioral Healthcare of South Florida, Inc.
Columbia Behavioral Healthcare, Inc.
Columbia Call Center, Inc.
Columbia Central Florida Division, Inc.
Columbia Central Group, Inc.
Columbia Champions Treatment Center, Inc.
Columbia Chicago Division, Inc.
Columbia Coliseum Same Day Surgery Center, Inc.
Columbia Development of Florida, Inc.
Columbia Doctors Hospital of Tulsa, Inc.
Columbia Eye and Specialty Surgery Center, Ltd.
Columbia Florida Group, Inc.
Columbia GP of Mesquite, Inc.
Columbia Greater Houston Division Healthcare Network, Inc.
Columbia Health System of Arkansas, Inc.
Columbia Healthcare of Central Virginia, Inc.
Columbia Healthcare System of Louisiana, Inc.
Columbia Hospital at Medical City Dallas Subsidiary, L.P.
Columbia Hospital Corporation at the Medical Center
Columbia Hospital Corporation of Arlington
Columbia Hospital Corporation of Bay Area
Columbia Hospital Corporation of Central Miami
Columbia Hospital Corporation of Corpus Christi
Columbia Hospital Corporation of Fort Worth
Columbia Hospital Corporation of Houston
Columbia Hospital Corporation of Kendall
Columbia Hospital Corporation of Massachusetts, Inc.
Columbia Hospital Corporation of Miami
Columbia Hospital Corporation of Miami Beach
Columbia Hospital Corporation of North Miami Beach
Columbia Hospital Corporation of South Broward
Columbia Hospital Corporation of South Dade
Columbia Hospital Corporation of South Florida
Columbia Hospital Corporation of South Miami
Columbia Hospital Corporation of Tamarac
Columbia Hospital Corporation of West Houston
Columbia Hospital Corporation-Delaware

Annex C-1-9
Columbia Hospital Corporation-SMM
Columbia Hospital-El Paso, Ltd.
Columbia Integrated Health Systems, Inc.
Columbia Jacksonville Healthcare System, Inc.
Columbia LaGrange Hospital, LLC
Columbia Lake Worth Surgical Center Limited Partnership
Columbia Medical Arts Hospital Subsidiary, L.P.
Columbia Medical Center at Lancaster Subsidiary, L.P.
Columbia Medical Center Dallas Southwest Subsidiary, L.P.
Columbia Medical Center of Arlington Subsidiary, L.P.
Columbia Medical Center of Denton Subsidiary, L.P.
Columbia Medical Center of Las Colinas, Inc.
Columbia Medical Center of Lewisville Subsidiary, L.P.
Columbia Medical Center of McKinney Subsidiary, L.P.
Columbia Medical Center of Plano Subsidiary, L.P.
Columbia Medical Group—Centennial, Inc.
Columbia Medical Group—Daystar, Inc.
Columbia Medical Group—Parkridge, Inc.
Columbia Medical Group—Southern Hills, Inc.
Columbia Medical Group—Southwest Virginia, Inc.
Columbia Medical Group—The Frist Clinic, Inc.
Columbia Midtown Joint Venture
Columbia North Alaska Healthcare, Inc.
Columbia North Central Florida Health System Limited Partnership
Columbia North Florida Regional Medical Center Limited Partnership
Columbia North Hills Hospital Subsidiary, L.P.
Columbia North Texas Healthcare System, L.P.
Columbia North Texas Subsidiary GP, LLC
Columbia North Texas Surgery Center Subsidiary, L.P.
Columbia Northwest Medical Center Partners, Ltd.
Columbia Northwest Medical Center, Inc.
Columbia Ocala Regional Medical Center Physician Group, Inc.
Columbia Ogden Medical Center, Inc.
Columbia Oklahoma Division, Inc.
Columbia Palm Beach GP, LLC
Columbia Palm Beach Healthcare System Limited Partnership
Columbia Park Healthcare System, Inc.
Columbia Park Medical Center, Inc.
Columbia Parkersburg Healthcare System, LLC
Columbia Pentagon City Hospital, L.L.C.
Columbia Physician Services—Florida Group, Inc.
Columbia Plaza Medical Center of Fort Worth Subsidiary, L.P.
Columbia Primary Care, LLC
Columbia Psychiatric Management Co.
Columbia Resource Network, Inc.
Columbia Rio Grande Healthcare, L.P.
Columbia Riverside, Inc.
Columbia South Texas Division, Inc.

Annex C-1-10
Coral Springs Surgi-Center, Ltd.
CoralStone Management, Inc.
Corpus Christi Healthcare Group, Ltd.
Corpus Christi Heart Clinic, PLLC
Corpus Christi Primary Care Associates, PLLC
Corpus Christi Psychiatric Specialists, PLLC
Corpus Christi Radiation Oncology, PLLC
Corpus Christi Surgery Center, L.P.
Corpus Christi Surgery, Ltd.
Corpus Surgicare, Inc.
COSCORP, LLC
Countryside Surgery Center, Ltd.
CP Surgery Center, LLC
CPS TN Processor 1, Inc.
Crewe Outpatient Imaging, LLC
CRMC-M, LLC
CUC, PLLC
Cumberland Medical Center, Inc.
CVMC Property, LLC
Cy-Fair Medical Center Hospital, LLC
Daleville Imaging Manager, LLC
Daleville Imaging, L.P.
Dallas Cardiology Specialists, PLLC
Dallas CardioThoracic Surgery Consultants, PLLC
Dallas Hand Surgery Center, PLLC
Dallas Medical Specialists, PLLC
Dallas Neuro-Stroke Affiliates, PLLC
Dallas Pediatric Neurosurgery Specialists, PLLC
Dallas/Ft. Worth Physician, LLC
Davie Medical Center, LLC
Daytona Medical Center, Inc.
Deep Purple Investments, LLC
Del Sol Bariatric Clinic, PLLC
Delray EFL Imaging Center, LLC
Denton Cancer Center, PLLC
Denton County Hospitalist Program, PLLC
Denton Pediatric Physicians, PLLC
Denton Regional Ambulatory Surgery Center, L.P.
Denver Clinic Surgicenter, LLC
Denver Mid-Town Surgery Center, Ltd.
Denver Surgicenter, LLC
Derry ASC, Inc.
DFW Physicians Group, PLLC
Diagnostic Breast Center, Inc.
Diagnostic Mammography Services, G.P.
Diagnostic Services, G.P.
Dickson Surgery Center, L.P.
Doctors Bay Area Physician Hospital Organization

Annex C-1-12
Freeport Family Medicine, LLC  
Fremont Women’s Health, LLC  
Frisco Surgicare, LLC  
Frisco Warren Parkway 91, Inc.  
Frist Clinic Express, LLC  
Ft. Pierce Surgicare, LLC  
Ft. Walton Beach Anesthesia Services, LLC  
G. Rowe, M.D., PLLC  
G. Schnider, M.D., PLLC  
G. Voorhees, M.D., PLLC  
G.P. Martin Fletcher & Associates, LLC  
GA PHYSICIAN SERVICES LLC  
GA Urgentcare Holding LLC  
Gainesville GYN Oncology of North Florida Regional Medical Center, LLC  
Gainesville Physicians, LLC  
Galen (Kansas) Merger, LLC  
Galen BH, Inc.  
Galen Diagnostic Multicenter, Ltd.  
Galen Finance, LLC  
Galen Global Finance, Inc.  
Galen GOK, LLC  
Galen Health Partners Limited  
Galen Holdco, LLC  
Galen Hospital Alaska, Inc.  
Galen Hospital of Baytown, Inc.  
Galen Hospital-Pembroke Pines, Inc.  
Galen International Capital, Inc.  
Galen International Holdings, Inc.  
Galen KY, LLC  
Galen MCS, LLC  
Galen Medical Corporation  
Galen MRM, LLC  
Galen NMC, LLC  
Galen NSH, LLC  
Galen of Aurora, Inc.  
Galen of Florida, Inc.  
Galen of Illinois, Inc.  
Galen of Kentucky, Inc.  
Galen of Mississippi, Inc.  
Galen of Virginia, Inc.  
Galen of West Virginia, Inc.  
Galen Property, LLC  
Galen SOM, LLC  
Galen SSH, LLC  
Galen Virginia Hospital Corporation  
GalenCare, Inc.  
Galendeco, Inc.  
Galen-Soch, Inc.  

Annex C-1-16
HCA Development Company, Inc.
HCA Eastern Group, Inc.
HCA Finance, LP
HCA Global Capital LLP
HCA Gulf Coast GME, PLLC
HCA Health Services of California, Inc.
HCA Health Services of Florida, Inc.
HCA Health Services of Georgia, Inc.
HCA Health Services of Louisiana, Inc.
HCA Health Services of Miami, Inc.
HCA Health Services of Midwest, Inc.
HCA Health Services of New Hampshire, Inc.
HCA Health Services of Tennessee, Inc.
HCA Health Services of Texas, Inc.
HCA Health Services of Virginia, Inc.
HCA Health Services of West Virginia, Inc.
HCA Healthcare UK Limited
HCA Holdco, LLC
HCA Human Resources, LLC
HCA Imaging Services of North Florida, Inc.
HCA International Holdings Limited
HCA International Limited
HCA LewisGale Regional Cancer Centers Clinical Co-Management Company, LLC
HCA Long Term Health Services of Miami, Inc.
HCA Luxembourg 1 Sarl
HCA Luxembourg 2 Sarl
HCA Luxembourg Equities Sàrl
HCA Luxembourg Finance Limited
HCA Luxembourg Investments Sàrl
HCA Management Services, L.P.
HCA Medical City Limited
HCA Medical Services, Inc.
HCA Midwest Comprehensive Care, Inc.
HCA Outpatient Clinic Services of Miami, Inc.
HCA Outpatient Imaging Services Group, Inc.
HCA Patient Safety Organization, LLC
HCA Pearland GP, Inc.
HCA Physician Services, Inc.
HCA Plano Imaging, Inc.
HCA Property GP, LLC
HCA Psychiatric Company
HCA Purchasing Limited
HCA Realty, Inc.
HCA Richmond Cardiac Clinical Co-Management Company, LLC
HCA Sarasota Orthopedic and Spine Clinical Co-Management Company, LLC
HCA SF LLC
HCA SFB 1 LLC
HCA Squared, LLC

Annex C-1-19
HCA Staffing Limited
HCA Swiss Capital 1 LLP
HCA Swiss Capital 2 LLP
HCA Switzerland Finance GmbH
HCA Switzerland Holding Sàrl
HCA Switzerland Limited
HCA UK Capital Limited
HCA UK Holdings Limited
HCA UK Investments Limited
HCA UK Limited
HCA UK Services Limited
HCA Wesley Rehabilitation Hospital, Inc.
HCA Western Group, Inc.
HCA-Access Healthcare Holdings, LLC
HCA-Access Healthcare Partner, Inc.
HCA-California Urgent Care Holdings, LLC
HCA-EmCare Holdings, LLC
HCA-EMS Holdings, LLC
HCA-Georgia Urgent Care Holdings, LLC
HCA-HBPS Holdings, LLC
HCA-HealthONE LLC
HCAPS Anesthesia Manager, LLC
HCAPS Conroe Affiliation, Inc.
HCA-Solis Holdings, Inc.
HCA-Solis Mammography Service Holdings of Gulf Coast, LLC
HCA-Solis Mammography Service Holdings of North Texas, LLC
HCA-Solis Mammography Services, LLC
HCA-Solis Master, LLC
HCA-Urgent Care Holdings, LLC
HCOL, Inc.
HD&S Corp. Successor, Inc.
HDH Thoracic Surgeons, LLC
Healdsburg General Hospital, Inc.
Health Care Indemnity, Inc.
Health Insight Capital, LLC
Health International Billing Partners Limited
Health Midwest Medical Group, Inc.
Health Midwest Office Facilities Corporation
Health Midwest Ventures Group, Inc.
Health Partners of Kansas, Inc.
Health Service Partners, Inc.
Health Services (Delaware), Inc.
Health Services Merger, Inc.
Health to You, LLC
Healthcare Oklahoma, Inc.
Healthcare Sales National Management Services Group, LLC
Healthcare Technology Assessment Corporation
Healthco, LLC

Annex C-1-20
HealthCoast Physician Group, LLC
Healthnet of Kentucky, LLC
HealthONE at Breckenridge, LLC
HealthONE Aurora Investment, LLC
HealthONE Care Partners, LLC
HealthONE CareNow Urgent Care, LLC
HealthONE Clear Creek, LLC
HealthONE Clinic Services—Bariatric Medicine, LLC
HealthONE Clinic Services—Behavioral Health, LLC
HealthONE Clinic Services—Cancer Care LLC
HealthONE Clinic Services—Cancer Specialties, LLC
HealthONE Clinic Services—Cardiovascular, LLC
HealthONE Clinic Services—Medical Specialties, LLC
HealthONE Clinic Services—Neurosciences, LLC
HealthONE Clinic Services—Obstetrics and Gynecology, LLC
HealthONE Clinic Services—Occupational Medicine, LLC
HealthONE Clinic Services—Oncology Hematology, LLC
HealthONE Clinic Services—Orthopedic Specialists, LLC
HealthONE Clinic Services—Otolaryngology Specialists, LLC
HealthONE Clinic Services—Pediatric Cardiovascular Surgery, LLC
HealthONE Clinic Services—Pediatric Specialties, LLC
HealthONE Clinic Services—Primary Care, LLC
HealthONE Clinic Services—Spine Specialists, LLC
HealthONE Clinic Services—Spine Surgeons LLC
HealthONE Clinic Services—Surgery Neurological, LLC
HealthONE Clinic Services—Surgical Specialties, LLC
HealthONE Clinic Services—Transplant Services, LLC
HealthONE Clinic Services—Women’s Services, LLC
HealthONE Clinic Services—Youth Rehabilitation LLC
HealthONE Clinic Services LLC
HealthOne Heart Care LLC
HealthONE High Street Primary Care Center, LLC
HealthONE Institutes for Clinical Research, LLC
HealthONE IRL Pathology Services, LLC
HealthOne Lincoln Investment, LLC
HealthONE Lowry, LLC
HealthONE of Denver, Inc.
HealthONE Radiation Therapy at Red Rocks, LLC
HealthONE Radiation Therapy at Thornton, LLC
HealthONE Ridge View Endoscopy Center, LLC
HealthONE Surgicare of Ridge View, LLC
HealthONE Urologic, LLC
HealthONE Westside Investment, LLC
Healthserv Acquisition, LLC
HealthTrust Europe Company Limited
HealthTrust Europe LLP
HealthTrust Locums, Inc.
Healthtrust MOB Tennessee, LLC

Annex C-1-21
Healthtrust Purchasing Group, L.P.
Healthtrust Utah Management Services, Inc.
HealthTrust Workforce Solutions, LLC
Healthtrust, Inc.—The Hospital Company
Healthtrust, Inc.—The Hospital Company
Healthy State, Inc.
Heart of America ASC, LLC
Heart of America Surgicenter, LLC
Heart Specialist of North Texas, PLLC
Heartcare of Texas, Ltd.
Hearthstone Home Health, Inc.
Heartland Women’s Group at Wesley, LLC
Heathrow Imaging, LLC
Heathrow Internal Medicine, LLC
Hendersonville Hospital Corporation
Hendersonville Hospitalist Services, Inc.
Hendersonville OB/GYN, LLC
Hendersonville ODC, LLC
Hendersonville Primary Care, LLC
Henrico Doctors Hospital—Forest Campus Property, LLC
Henrico Doctors’ Neurology Associates, LLC
Henrico Doctor’s OB GYN Specialists, LLC
Henrico Surgical Specialists, LLC
Heritage Family Care, LLC
Heritage Hospital, Inc.
Heritage Medical Care, LLC
Hermitage Primary Care, LLC
HHNC, LLC
HICCH-SCL, LLC
Hidalgo County Family Practitioners, PLLC
Hidden Lakes Health Center, PLLC
hInsight—NX, LLC
hInsight-Airstrip Holdings, LLC
hInsight-BMA Holdings, LLC
hInsight-Customer Care Holdings, LLC
hInsight-Digital Reasoning Holdings, LLC
hInsight-Healthbox Holdings, LLC
hInsight-I2 Holdings, LLC
hInsight-InVivoLink Holdings, LLC
hInsight-Loyale Healthcare Holdings, LLC
hInsight-LS Holdings, LLC
hInsight-Mobile Heartbeat Holdings, LLC
hInsight-Procured Holdings, LLC
hInsight-PWS I Holdings, LLC
Hip & Joint Specialists of North Texas, PLLC
HM Acquisition, LLC
HM OMCOS, LLC
Holly Hill/Charter Behavioral Health System, L.L.C.

Annex C-1-22
Annex C-1-25
London Radiography & Radiotherapy Services Limited
Lone Peak Hospital, Inc.
Lone Star Intensivists at Gulf Coast, PLLC
Lonestar Provider Network
Lorain County Surgery Center, Ltd.
Los Gatos Surgical Center, a California Limited Partnership
Los Robles Regional Medical Center
Los Robles Regional Medical Center MOB, LLC
Los Robles SurgiCenter, LLC
Loudoun Surgery Center, L.P.
Loudoun Surgery Center, LLC
Louisiana Psychiatric Company, Inc.
Loveland Surgicenter, LLC
Low Country Health Services, Inc. of the Southeast
Lowry Surgery Center, LLC
Lowry Surgicenter, LLC
LPN TeleBehavioral Health, PLLC
M & M of Ocala, Inc.
M. Jamshidi, D.O., PLLC
Macon Healthcare, LLC
Macon Northside Health Group, LLC
Macon Northside Hospital, LLC
Macon Psychiatric Hospitalists, LLC
Madison Behavioral Health, LLC
Madison Internal Medicine, LLC
Mainland Family Medicine, PLLC
Mainland Multi-Specialty Group, PLLC
Mainland Primary Care Physicians, PLLC
Management Services Holdings, Inc.
Management Services of the Virginias, Inc.
Manatee Surgicare, Ltd.
Marietta Outpatient Medical Building, Inc.
Marietta Outpatient Surgery, Ltd.
Marietta Surgical Center, Inc.
Marion Community Hospital, Inc.
Mark Gottesman, M.D., PLLC
Martin Fletcher Associates Holdings, Inc.
Martin, Fletcher & Associates, L.P.
Mary Alice Cowan, M.D., PLLC
Maternal Fetal Medicine Specialists of Corpus Christi, PLLC
Maternal Fetal Services of Utah, LLC
Maury County Behavioral Health, LLC
Mayhill Cancer Center, LLC
MCA Investment Company
MCA-CTMC Holdings, LLC
McAllen Comprehensive Upper Extremity Center, PLLC
McKinney Surgeons, PLLC

Annex C-1-27
McMinnville Cardiology, LLC
MEC Endoscopy, LLC
Mechanicsville Imaging, LLC
Mecklenburg Surgical Land Development, Ltd.
Med City Dallas Outpatient Surgery Center, L.P.
Med Corp., Inc.
Med Group—Southern Hills Hospitalists, LLC
Med-Center Hosp./Houston, Inc.
MedFirst, Inc.
Medi Flight of Oklahoma, LLC
Medical Arts Hospital of Texarkana, Inc.
Medical Associates of Ocala, LLC
Medical Care America Colorado, LLC
Medical Care America, LLC
Medical Care Financial Services Corp.
Medical Care Real Estate Finance, Inc.
Medical Care Surgery Center, Inc.
Medical Center—West, Inc.
Medical Center Imaging, Inc.
Medical Center of Baton Rouge, Inc.
Medical Center of Plano Partner, LLC
Medical Center of Port St. Lucie, Inc.
Medical Center of Santa Rosa, Inc.
Medical Center of Southwest Florida, LLC
Medical Center Surgery Associates, L.P.
Medical Centers of Oklahoma, LLC
Medical City Dallas Hospital, Inc.
Medical City Dallas Partner, LLC
Medical City Dallas Primary Care, PLLC
Medical City OB-GYN, PLLC
Medical City Pediatrics, PLLC
Medical City Surgery Center of Alliance, LLC
Medical City Surgery Center of Frisco, LLC
Medical City Surgery Center of Lewisville, LLC
Medical City Transplant, PLLC
Medical Corporation of America
Medical Group—Dickson, Inc.
Medical Group—Southern Hills of Brentwood, LLC
Medical Group—Southern Hills of Nolensville, LLC
Medical Group—StoneCrest FP, Inc.
Medical Group—Stonecrest Pulmonology, LLC
Medical Group—StoneCrest, Inc.
Medical Group—Summit, Inc.
Medical Imaging of Colorado LLC
Medical Imaging, Inc.
Medical Office Buildings of Kansas, LLC
Medical Oncology Associates, LLC
Medical Partners of North Florida, LLC

Annex C-1-28
Mill Creek Outpatient Services, LLC
Millennium Health Care of Oklahoma, Inc.
Mira Healthcare, LLC
Mission Bay Memorial Hospital, Inc.
Mission Community Anesthesiology Specialists, LLC
Mission Health Partners, Inc.
Missouri Healthcare System, L.P.
MMC Sleep Lab Management, LLC
Mobile Corps., Inc.
Mobile Heartbeat, LLC
Montgomery Cancer Center, LLC
Montgomery Hospitalists, LLC
Montgomery Regional Hospital, Inc.
Montgomery Surgery Associates, LLC
MOSC Sports Medicine, Inc.
Mountain Division—CVH, LLC
Mountain Division, Inc.
Mountain View Hospital, Inc.
Mountain View MRI Associates, Ltd.
Mountain West Surgery Center, LLC
MountainStar Behavioral Health, LLC
MountainStar Brigham General Surgery, LLC
Mountainstar Brigham OBGYN, LLC
MountainStar Canyon Surgical Clinic, LLC
MountainStar Cardiology Ogden Regional, LLC
MountainStar Cardiology St. Marks, LLC
Mountainstar Cardiovascular Services, LLC
MountainStar Intensivist Services, LLC
MountainStar Medical Group—Cache Valley, LLC
MountainStar Medical Group—Ogden Regional Medical Center, LLC
MountainStar Medical Group—St. Mark’s Hospital, LLC
MountainStar Medical Group Neurosurgery-St. Mark’s, LLC
MountainStar Medical Group Timpanogos Primary Care, LLC
MountainStar Medical Group Timpanogos Specialty Care, LLC
Mountainstar Ogden Pediatrics, LLC
MountainStar Specialty Services, LLC
MountainStar Urgent Care, LLC
MountainView GME Primary Care, LLC
MOVCO, Inc.
Movement Disorders of North Texas, PLLC
MP Management, LLC
MRT&C, Inc.
MSL Acquisition, LLC
Mt. Ogden Utah Surgical Center, LLC
MVH Professional Services, LLC
Nashville Psychiatric Company, Inc.
Nashville Shared Services General Partnership
Nashville Surgicenter, LLC

Annex C-1-31
Natchez Medical Associates, LLC
Natchez Surgery Center, LLC
National Association of Senior Friends
National Contact Center Management Group, LLC
National Patient Account Services, Inc.
National Transfer Center Management Services, LLC
Navarro Memorial Hospital, Inc.
NeighborMD Management, LLC
Network Management Services, Inc.
Network MS of Florida, Inc.
Neuro Affiliates Company
Neuro-Hospitalist of Clear Lake, PLLC
NeuroHospitalist of McAllen, PLLC
Neurological Eye Specialists of North Texas, PLLC
Neurological Specialists of McKinney, PLLC
Neurological Specialists, PLLC
Neurology Associates of Hendersonville, LLC
Neurology Associates of Kansas, LLC
Neurology Atlanta, LLC
Neurosurgery of Kingwood, PLLC
Neurosurgical Associates of North Texas, PLLC
Neurosurgical Specialists of El Paso, PLLC
Neurosurgical Specialists of North Texas, PLLC
Nevada Surgery Center of Southern Hills, L.P.
Nevada Surgicare of Southern Hills, LLC
Nevada Urgent Care Holdings, Inc.
New Iberia Healthcare, LLC
New Iberia Holdings, Inc.
New Port Richey Hospital, Inc.
New Port Richey Surgery Center, Ltd.
New Rose Holding Company, Inc.
Niceville Family Practice, LLC
North Augusta Imaging Management, LLC
North Augusta Imaging Services, LLC
North Augusta Rehab Health Center, LLC
North Austin Plastic Surgery Associates, PLLC
North Austin Surgery Center, L.P.
North Brandon Imaging, LLC
North Central Florida Health System, Inc.
North Central Methodist ASC, L.P.
North Charleston Diagnostic Imaging Center, LLC
North Florida Cancer Center Lake City, LLC
North Florida Cancer Center Live Oak, LLC
North Florida Cancer Center Tallahassee, LLC
North Florida Division I, Inc.
North Florida Division Practice, Inc.
North Florida GI Center GP, Inc.
North Florida GI Center, Ltd.

Annex C-1-32
North Florida Immediate Care Center, Inc.
North Florida Neurosurgery, LLC
North Florida Outpatient Imaging Center, Ltd.
North Florida Physician Services, Inc.
North Florida Physicians, LLC
North Florida Radiation Oncology, LLC
North Florida Regional Company Care, LLC
North Florida Regional Freestanding Surgery Center, L.P.
North Florida Regional Investments, Inc.
North Florida Regional Medical Center, Inc.
North Florida Regional Psychiatry, LLC
North Florida Regional Trauma, LLC
North Florida Rehab Investments, LLC
North Florida Surgical Associates, LLC
North Georgia Primary Care Group, LLC
North Hills Cardiac Catheterization Center, L.P.
North Hills Catheterization Lab, LLC
North Hills Orthopaedic Surgeons, PLLC
North Hills Surgicare, L.P.
North Houston—TRMC, LLC
North Miami Beach Surgery Center Limited Partnership
North Miami Beach Surgical Center, LLC
North Palm Beach County Surgery Center, LLC
North River Physician Network, LLC
North Shore Specialists of Texas, PLLC
North Suburban Spine Center, L.P.
North Suburban Surgery Center, L.P.
North Tampa Imaging, LLC
North Texas—MCA, LLC
North Texas Cardiology, PLLC
North Texas Craniofacial Fellowship Program, PLLC
North Texas Division, Inc.
North Texas General, L.P.
North Texas Geriatrics, PLLC
North Texas Heart Surgery Center, PLLC
North Texas Internal Medicine Specialists, PLLC
North Texas Medical Center, Inc.
North Texas Neuro Stroke OP, PLLC
North Texas of Hope, PLLC
North Texas Pulmonary Critical Care, PLLC
North Texas Sports and Orthopedics Center, PLLC
North Texas Stroke Center, PLLC
North Transfer Center, LLC
Northeast Florida Cancer Services, LLC
Northeast Methodist Surgicare, Ltd.
Northeast PHO, Inc.
Northern Utah Healthcare Corporation
Northern Utah Healthcare Imaging Holdco, LLC

Annex C-1-33
Northern Utah Imaging, LLC
Northern Virginia CareNow Urgent Care, LLC
Northern Virginia Community Hospital, LLC
Northern Virginia Hospital Corporation
Northern Virginia Surgicenter, LLC
Northlake Medical Center, LLC
Northlake Physician Practice Network, Inc.
Northlake Surgical Center, L.P.
Northlake Surgicare, Inc.
Northside MRI, Inc.
Northwest Fla. Home Health Agency, Inc.
Northwest Florida Healthcare Systems, Inc.
Northwest Florida Multispecialty Physicians, LLC
Northwest Florida Primary Care, LLC
Northwest Medical Center, Inc.
Notami (Opelousas), Inc.
Notami Hospitals of Florida, Inc.
Notami Hospitals of Louisiana, Inc.
Notami Hospitals of Missouri, Inc.
Notami Hospitals, LLC
Notami, LLC
Notco, LLC
NPAS Solutions, LLC
NPAS, Inc.
NT Urgent Care, PLLC
NTGP, LLC
NTMC Management Company
NTMC Venture, Inc.
NTX Pathology Program, PLLC
Nuclear Diagnosis, Inc.
Oak Hill Acquisition, Inc.
Oak Hill Family Care, LLC
Oak Hill Hospitalists, LLC
Oakwood Surgery Center, Ltd., LLP
OB Hospitalists of Woman’s Hospital, PLLC
OB/Gyn Associates of Denton, PLLC
OB/GYN of Brownsville, PLLC
OBS Diagnostic and Treatment Centre LLP
Ocala Health Company Care, LLC
Ocala Health Imaging Services, LLC
Ocala Health Primary Care, LLC
Ocala Health Surgical Group, LLC
Ocala Health Trauma, LLC
Ocala Regional Outpatient Services, Inc.
Ocala Stereotactic Radiosurgery Partner, LLC
Ocala Stereotactic Radiosurgery, LLC
Occupational and Family Medicine of South Texas
Occupational Health Services of PRH, LLC

Annex C-1-34
ODP Holdings, LLC
ODP Manager, LLC
ODP Properties, LLC
Ogden Imaging, LLC
Ogden Internal Medicine & Urology, LLC
Ogden Regional Health Plan, Inc.
Ogden Regional Medical Center Professional Billing, LLC
Ogden Senior Center, LLC
Ogden Tomotherapy Manager, LLC
Ogden Tomotherapy, LLC
OHH Imaging Services, LLC
Okaloosa Hospital, Inc.
Okeechobee Hospital, Inc.
Oklahoma Holding Company, LLC
Oklahoma Outpatient Surgery Limited Partnership
Oklahoma Physicians—Medical Specialties LLC
Oklahoma Physicians—Obstetrics and Gynecology LLC
Oklahoma Physicians—Primary Care LLC
Oklahoma Physicians—Surgical Specialties LLC
Oklahoma Surgicare, Inc.
Old Fort Village, LLC
Oncology Services of Corpus Christi Manager, LLC
Oncology Services of Corpus Christi, LLC
OneSourceMed, Inc.
Online Pathology Services Limited
On-Site Primary Care, PLLC
OPRMC-HBP, LLC
Orange County Healthcare, LLC
Orange Park Hospitalists, LLC
Orange Park Medical Center, Inc.
Orlando CareNow Urgent Care, LLC
Orlando Outpatient Surgical Center, Inc.
Orlando Outpatient Surgical Center, Ltd.
Orlando Surgicare, Ltd.
Orthopaedic Specialty Associates, L.P.
Orthopedic Hospital, Ltd.
Orthopedics Specialists, LLC
Osceola Neurological Associates, LLC
Osceola Physician Network, LLC
Osceola Regional Hospital, Inc.
Osceola Regional Hospitalists, LLC
Osceola Surgical Associates, LLC
Outpatient Cardiovascular Center of Central Florida, LLC
Outpatient GP, LLC
Outpatient LP, LLC
Outpatient Services—LAD, LLC
Outpatient Services Holdings, Inc.

Annex C-1-35
Outpatient Surgical Services, Ltd.
Outpatient Women's and Children's Surgery Center, Ltd.
Overland Park Cardiovascular, Inc.
Overland Park Medical Specialists, LLC
Overland Park Orthopedics, LLC
Overland Park Surgical Specialties, LLC
Oviedo Medical Center, LLC
Ozarks Medical Services, Inc.
P&L Associates
P/SL Hyperbaric Partnership
Pacific Partners Management Services, Inc.
Palm Beach EFL Imaging Center, LLC
Palm Beach General Surgery, LLC
Palm Beach Healthcare System, Inc.
Palm Beach Hospitalists Program, LLC
Palmer Medical Center, LLC
Palms West Gastroenterology, LLC
Palms West Hospital Limited Partnership
Palms West Surgery Center, Ltd.
Paragon of Texas Health Properties, Inc.
Paragon Physicians Hospital Organization of South Texas, Inc.
Paragon SDS, Inc.
Paragon Surgery Centers of Texas, Inc.
Paragon WSC, Inc.
Parallon Business Solutions, LLC
Parallon Enterprises, LLC
Parallon Health Information Solutions, LLC
Parallon Holdings, LLC
Parallon Payroll Solutions, LLC
Parallon Physician Services, LLC
Parallon Revenue Cycle Services, Inc.
Park Central Surgical Center, Ltd.
Park Ridge Surgery Center, LLC
Park South Imaging Center, Ltd.
Park View Insurance Company
Parkersburg SJ Holdings, Inc.
Parkland Hospitalists Program, LLC
Parkland Oncology, LLC
Parkland Physician Services, Inc.
Parkridge East Specialty Associates, LLC
Parkridge Hospitalists, Inc.
Parkridge Medical Associates, LLC
Parkridge Medical Center, Inc.
Parkridge Professionals, Inc.
Parkside Surgery Center, Inc.
Parkway Cardiac Center, Ltd.
Parkway Hospital, Inc.
Parkway Surgery Services, Ltd.

Annex C-1-36
<table>
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<th>Business Name</th>
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<tr>
<td>Parthenon Insurance Company, Limited</td>
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<td>Pasadena Bayshore Hospital, Inc.</td>
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<td>PatientKeeper, Inc.</td>
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<td>Patients First Neurology, LLC</td>
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<td>Pavilion 2 Condominium Property, LLC</td>
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<td>Pavilion 2 Medical Office Building Condominium Association, Inc.</td>
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<td>Pavilion Surgicenter, LLC</td>
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<td>Pearland Partner, LLC</td>
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<td>Pediatric Anesthesia Consultants of San Antonio, PLLC</td>
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<td>Pediatric Cardiac Intensivists of North Texas, PLLC</td>
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<td>Pediatric Critical Care of Clear Lake, PLLC</td>
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<td>Physician Associates of Corporate Woods, LLC</td>
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<td>Physicians Ambulatory Surgery Center, LLC</td>
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<td>Plano Surgicenter Real Estate Manager, LLC</td>
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<td>Portsmouth Regional Ambulatory Surgery Center, LLC</td>
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<td>Portsmouth Surgicenter, LLC</td>
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Annex C-1-37
Preferred Hospitals, Inc.
Preferred Works WC, LLC
Premier ASC, LLC
Premier Medical Management, Ltd.
Primary Care Medical Associates, Inc.
Primary Care of West End, LLC
Primary Care Plano, PLLC
Primary Care Services of Orlando, LLC
Primary Care South, PLLC
Primary Care West, PLLC
Primary Health Asset Holdings, Ltd.
Primary Health Group, Inc.
Primary Health Network of South Texas
Primary Health Physicians, PLLC
Primary Health, Inc.
Primary Medical Management, Inc.
Proaxis Therapy HealthOne LLC
Provident Professional Building Condominium Association, Inc.
PSG Delegated Services, LLC
Psychiatry Services of Osceola, LLC
PTS Solutions, LLC
Pulaski Community Hospital, Inc.
Pulaski Urology, LLC
Pulmonary Renal Intensivist Group, LLC
Putnam Community Medical Center of North Florida, LLC
Putnam Hospital, Inc.
Putnam Radiation Oncology Manager, LLC
Putnam Radiation Oncology, LLC
Putnam Surgical Group, LLC
Quantum/Bellaire Imaging, Ltd.
Quick Care Centers, LLC
Quivira Internal Medicine, Inc.
Radford Family Medicine, LLC
Radiation Oncology Center of Thornton, LLC
Radiation Oncology Manager, LLC
Raleigh Community Medical Office Building, Ltd.
Rapides After Hours Clinic, L.L.C.
Rapides Healthcare System, L.L.C.
Rapides Regional Physician Group Primary Care, LLC
Rapides Regional Physician Group Specialty Care, LLC
Rapides Regional Physician Group, LLC
Rapides Surgery Center, LLC
Raulerson Gastroenterology, LLC
Raulerson GYN, LLC
Raulerson Primary Care, LLC
Raymore Medical Group, LLC
RCH, LLC
Red Rock at Smoke Ranch, LLC

Annex C-1-38
Red Rock Holdco, LLC
Red Rocks Surgery Center, LLC
Redmond Anesthesia Services, LLC
Redmond Hospital Services, LLC
Redmond Neurosurgery, LLC
Redmond Park Health Services, Inc.
Redmond Park Hospital, LLC
Redmond Physician Practice Company
Redmond Specialty Services, LLC
Regional Hospital Healthcare Partners, LLC
Research Cardiology Associates, LLC
Research Family Physicians, LLC
Research Internal Medicine, LLC
Research Neurology Associates, LLC
Research Neuroscience Institute, LLC
Reston Hospital Center, LLC
Reston Hospitalists, LLC
Reston Surgery Center, L.P.
Retreat Cardiology, LLC
Retreat Hospital, LLC
Retreat Internal Medicine, LLC
Retreat Surgical Associates, LLC
RHA MSO, LLC
Rhodes Limited-Liability Company
Richmond Imaging Employer Corp.
Richmond Multi-Specialty, LLC
Richmond Pediatric Surgeon’s, LLC
Ridgeline Surgicenter, LLC
Rim Building Partners, L.P.
Rio Grande Healthcare MSO, Inc.
Rio Grande NP, Inc.
Rio Grande Regional Hospital, Inc.
Rio Grande Valley Cardiology, PLLC
Rio Grande Valley Urology, PLLC
Riverside CyberKnife Manager, LLC
Riverside CyberKnife, LLC
Riverside Healthcare System, L.P.
Riverside Holdings, Inc.
Riverside Hospital, Inc.
Riverside Imaging, LLC
Riverwalk ASC, LLC
RMC—Pulmonary, LLC
RMC Transplant Physicians, LLC
RMCA Professionals Mgmt, LLC
Roanoke Imaging, LLC
Roanoke Neurosurgery, LLC
Roanoke Surgery Center, L.P.
Roanoke Valley Gynecology, LLC

Annex C-1-39
SCRI Sciences, LLC
Sebring Health Services, LLC
Selma Medical Center Hospital, Inc.
Senior Health Associates, LLC
Short Pump Imaging, LLC
Signal Mountain Primary Care, LLC
Silicon Valley Health Holdings, LLC
Silicon Valley Surgery Center, L.P.
Silicon Valley Surgicenter, LLC
SJMC, LLC
Sky Ridge Spine Manager, LLC
Sky Ridge Surgery Center, L.P.
Sky Ridge Women’s Center, LLC
Skyline Medical Group, LLC
Skyline Neuroscience Associates, LLC
Skyline Rehab Associates, LLC
Skyline Riverside Medical Group, LLC
Skyline Specialty Associates, LLC
SMCH, LLC
Smith Laboratories, Inc.
Solis Mammography at Bayshore Medical Center, LLC
Solis Mammography at Clear Lake Regional Medical Center, LLC
Solis Mammography at Conroe Regional Medical Center, LLC
Solis Mammography at Denton Regional Medical Center, LLC
Solis Mammography at Kingwood Medical Center, LLC
Solis Mammography at Las Colinas Medical Center, LLC
Solis Mammography at Medical Center Alliance, LLC
Solis Mammography at Medical Center Arlington, LLC
Solis Mammography at Medical Center of Lewisville, LLC
Solis Mammography at Medical Center of McKinney, LLC
Solis Mammography at Medical Center of Plano, LLC
Solis Mammography at Medical City Dallas, LLC
Solis Mammography at Pearland Medical Center, LLC
Solis Mammography at Rose Medical Center, LLC
Solis Mammography at Woman’s Hospital of Texas, LLC
Solis Mammography of Cedar Hill, LLC
Solis Mammography of Dallas, LLC
Solis Mammography of Flower Mound, LLC
Solis Mammography of Frisco, LLC
Solis Mammography of Garland, LLC
Solis Mammography of Katy, LLC
Solis Mammography of Mainland, LLC
Solis Mammography of Montgomery, LLC
Solis Mammography of North Loop, LLC
Solis Mammography of Sugar Land, LLC
Solis Mammography of West Plano, LLC
Solis Mammography of Woman’s Place, LLC

Annex C-1-41
South Atlantic Division, Inc.
South Austin Surgery Center, Ltd.
South Austin Surgical Management, LLC
South Austin Surgicenter, LLC
South Bay Imaging, LLC
South Brandon Imaging, LLC
South Broward Practices, Inc.
South Carolina Imaging Employer Corp.
South Florida Division Practice, Inc.
South Texas Surgicare, Inc.
South Transfer Center, LLC
South Valley Hospital, L.P.
Southeast Georgia Health Services, LLC
Southeast Health Strategic Alliance, LLC
Southeast Surgical Solutions, LLC
Southern Hills Medical Center, LLC
Southern Hills Neurology Consultants, LLC
Southern Kentucky Medicine Associates, LLC
Southern Kentucky Surgicenter, LLC
Southern Texas Physicians’ Network
Southern Urology Associates, LLC
Southpoint, LLC
Southtown Women’s Clinic, LLC
Southwest Florida Health System, Inc.
Southwest Florida Regional Medical Center, Inc.
Southwest Medical Center Family Practice, LLC
Southwest Medical Center Multi-Specialty Group, LLC
Southwest Medical Center Surgical Group, LLC
Southwest Medpro, Ltd.
Southwest Surgical Clinic, Inc.
Southwest Virginia Orthopedics and Spine, LLC
Southwestern Virginia Oncology, LLC
Spalding Rehabilitation L.L.C.
Specialist Group at Centennial, LLC
Specialists in Obstetrics and Gynecology, PLLC
Specialty Associates of West Houston, PLLC
Specialty Hospitalists at Ft. Walton Beach, LLC
Specialty Physicians of Northern Virginia, LLC
Specialty Surgicare of Las Vegas, LP
Spinal Disorder and Pain Treatment Institute, LLC
Spotsylvania Condominium Property, LLC
Spotsylvania Medical Center, Inc.
Spotsylvania Multi-Specialty Group, LLC
Spotsylvania Regional Surgery Center, LLC
Spring Branch Family Practitioners, PLLC
Spring Branch Medical Center, Inc.
Spring Hill Hospital, Inc.
Spring Hill Imaging, LLC

Annex C-1-42
Spring Hill Physicians, LLC
Springview KY, LLC
Spruce Pine Healthcare, LLC
SRS Acquisition, Inc.
SSHR Holdco, LLC
SSJ St. Petersburg Holdings, Inc.
St. David’s Healthcare Partnership, L.P., LLP
St. David’s Austin Area ASC, LLC
St. David’s Cardiology, PLLC
St. David’s CareNow Urgent Care, PLLC
St. David’s Heart & Vascular, PLLC
St. David’s Neurology, PLLC
St. David’s OB Hospitalist, PLLC
St. David’s Ortho, Neuro and Rehab, PLLC
St. David’s Physical Medicine and Rehabilitation, PLLC
St. David’s Quality Alliance, LLC
St. David’s Specialized Women’s Services, PLLC
St. David’s Trauma Surgeons, PLLC
St. Lucie Hospitalists, LLC
St. Lucie Medical Center Hyperbarics, LLC
St. Lucie Medical Center Walk-In Clinic, LLC
St. Lucie Medical Specialists, LLC
St. Lucie West Primary Care, LLC
St. Mark’s Ambulatory Surgery Associates, L.P.
St. Mark’s Gynecology Oncology Care, LLC
St. Mark’s Investments, Inc.
St. Mark’s Physician Billing, LLC
St. Mark’s Professional Services, LLC
St. Mark’s South Jordan Family Practice, LLC
St. Martins Healthcare Limited
St. Martins Ltd.
St. Martins Medical Services Limited
St. Petersburg General Surgery, LLC
Stafford Imaging, LLC
Statland Medical Group, LLC
Steamboat Springs Surgicenter, LLC
Sterling Primary Care Associates, LLC
Stiles Road Imaging LLC
Stonecrest Medical Group—Family Practice of Murfreesboro, LLC
Stonecrest Medical Group—SC Murfreesboro Family Practice, LLC
StoneCrest Surgery Center, LLC
Stones River Hospital, LLC
StoneSprings Medical Office Building Property, LLC
StoneSprings Surgicenter, LLC
STPN Manager, LLC
Suburban Medical Center at Hoffman Estates, Inc.
Sugar Land Surgery Center Anesthesia, LLC
Sugar Land Surgery Center, Ltd.

Annex C-1-43
Sullins Surgical Center, Inc.
Summit Convenient Care at Lebanon, LLC
Summit General Partner, Inc.
Summit Heart, LLC
Summit Outpatient Diagnostic Center, LLC
Summit Research Solutions, LLC
Summit Surgery Center, L.P.
Summit Surgical Associates, LLC
Summit Walk-in Clinic, LLC
Sun Bay Medical Office Building, Inc.
Sun City Hospital, Inc.
Sun City Imaging, LLC
Sun Towers/Vista Hills Holding Co.
Sun-Med, LLC
Sunrise Flamingo Holdings, LLC
Sunrise Flamingo Surgery Center, Limited Partnership
Sunrise Hospital and Medical Center, LLC
Sunrise Mountainview Hospital, Inc.
Sunrise Mountainview Multi-Specialty Clinics, LLC
Sunrise Outpatient Services, Inc.
Sunrise Physician Services, LLC
Sunrise Trauma Services, LLC
Surgery Associates of NTX, PLLC
Surgery Center of Atlantis, LLC
Surgery Center of Aventura, Ltd.
Surgery Center of Bay Area Houston, LLC
Surgery Center of Chattanooga, L.P.
Surgery Center of Greenview, L.P.
Surgery Center of Independence, L.P.
Surgery Center of Overland Park, L.P.
Surgery Center of Port Charlotte, Ltd.
Surgery Center of Rome, L.P.
Surgery Center of the Rockies, LLC
Surgical Associates of Southwest Virginia, LLC
Surgical Care Medical Group, LLC
Surgical Center of Irving, Inc.
Surgical Facility of West Houston, L.P.
Surgical Park Center, Ltd.
Surgical Specialists of Clear Lake, PLLC
Surgical Specialists of Conroe, PLLC
Surgical Specialists of Corpus Christi, PLLC
Surgicare America—Winter Park, Inc.
Surgicare Merger Company of Louisiana
Surgicare of ADC, LLC
Surgicare of AGI, LLC
Surgicare of Alpine, LLC
Surgicare of Altamonte Springs, Inc.
Surgicare of Anchorage, LLC

Annex C-1-44
Surgicare of Arapahoe, LLC
Surgicare of Arlington, LLC
Surgicare of Ashburn, LLC
Surgicare of Augusta, Inc.
Surgicare of Aurora Endoscopy, LLC
Surgicare of Aventura, LLC
Surgicare of Bay Area Endoscopy, LLC
Surgicare of Bay Area, LLC
Surgicare of Bayonet Point, Inc.
Surgicare of Bayside, LLC
Surgicare of Bountiful, LLC
Surgicare of Brandon, Inc.
Surgicare of Brentwood, LLC
Surgicare of Brighton, LLC
Surgicare of Brooksville, LLC
Surgicare of Brownsville, LLC
Surgicare of Buckhead, LLC
Surgicare of Central Florida, Inc.
Surgicare of Central Park Surgery Center, LLC
Surgicare of Central San Antonio, Inc.
Surgicare of Chattanooga, LLC
Surgicare of Chippenham, LLC
Surgicare of Citrus, LLC
Surgicare of Clarksville, LLC
Surgicare of Countryside, Inc.
Surgicare of Denton, Inc.
Surgicare of Denver Clinic, LLC
Surgicare of Denver Mid-Town, Inc.
Surgicare of Denver, LLC
Surgicare of Dickson, LLC
Surgicare of Eastside, LLC
Surgicare of Evans, Inc.
Surgicare of Fairfax, Inc.
Surgicare of Florida, Inc.
Surgicare of Flower Mound, Inc.
Surgicare of Focus Hand, LLC
Surgicare of Fort Worth Co-GP, LLC
Surgicare of Fort Worth, Inc.
Surgicare of Ft. Pierce, Inc.
Surgicare of Good Samaritan, LLC
Surgicare of Gramercy, Inc.
Surgicare of Greenview, Inc.
Surgicare of Hanover, Inc.
Surgicare of Houston Women’s, Inc.
Surgicare of Houston, LLC
Surgicare of Indianapolis, Inc.
Surgicare of Kansas City, LLC
Surgicare of Kingwood, LLC

Annex C-1-45
Surgicare of Kissimmee, Inc.
Surgicare of Lakeview, Inc.
Surgicare of Las Vegas, Inc.
Surgicare of Laurel Grove, LLC
Surgicare of Lorain County, Inc.
Surgicare of Los Gatos, Inc.
Surgicare of Los Robles, LLC
Surgicare of Loveland, LLC
Surgicare of Madison, Inc.
Surgicare of Manatee, Inc.
Surgicare of McKinney, Inc.
Surgicare of Medical City Dallas, LLC
Surgicare of Memorial Endoscopy, LLC
Surgicare of Merritt Island, Inc.
Surgicare of Miami Lakes, LLC
Surgicare of Mountain West, LLC
Surgicare of Mt. Ogden, LLC
Surgicare of Nashville, LLC
Surgicare of Natchez, LLC
Surgicare of Newport Richey, Inc.
Surgicare of North Austin, LLC
Surgicare of North San Antonio, Inc.
Surgicare of North Suburban, LLC
Surgicare of Northeast San Antonio, Inc.
Surgicare of Northwest Oklahoma Limited Partnership
Surgicare of Orange Park II, LLC
Surgicare of Orange Park, Inc.
Surgicare of Orange Park, Ltd.
Surgicare of Orlando, Inc.
Surgicare of Overland Park, LLC
Surgicare of Palms West, LLC
Surgicare of Park Ridge, LLC
Surgicare of Pasadena, Inc.
Surgicare of Pavilion, LLC
Surgicare of Pinellas, Inc.
Surgicare of Plano, Inc.
Surgicare of Plantation, Inc.
Surgicare of Port Charlotte, LLC
Surgicare of Port St. Lucie, Inc.
Surgicare of Portsmouth, LLC
Surgicare of Premier Orthopaedic, LLC
Surgicare of Reston, Inc.
Surgicare of Ridgeline, LLC
Surgicare of Riverside, LLC
Surgicare of Riverwalk, LLC
Surgicare of Roanoke, LLC
Surgicare of Rome, Inc.
Surgicare of Rose, LLC

Annex C-1-46
Urgent Care Extra—Rainbow/Mardon, LLC
Urgent Care Extra—Warm Springs & Green Valley, LLC
Urgent Care Extra Silverado & Maryland LLC
Urgent Care Extra-Tropicana & Jones, LLC
Urgent Care Nevada LLC
Urological Specialists of Arlington, PLLC
Urology Associates (London) Limited
Urology Center of North Georgia, LLC
Urology Services of El Paso, PLLC
Urology Specialists Devonshire LLP
Urology Specialists London LLP
Urology Specialists of Kingwood, PLLC
Urology Specialists of Richmond, LLC
Urology Surgery Center of Colorado, LLC
Utah CareNow Urgent Care, LLC
Utah Imaging GP, LLC
Utah Medco, LLC
Utah Surgery Center, L.P.
Value Health Holdings, Inc.
Value Health Management, Inc.
Vascular and Endovascular Specialists, LLC
Venture Ambulatory Surgery Center, LLC
Venture Medical Management, LLC
VH Holdco, Inc.
VH Holdings, Inc.
VHSC Plantation, LLC
Village Oaks Medical Center, Inc.
VIP, Inc.
Virginia Care Partners ACO LLC
Virginia Gynecologic Oncology, LLC
Virginia Hematology & Oncology Associates, Inc.
Virginia Hospitalists, Inc.
Virginia Psychiatric Company, Inc.
Virginia Quality Care Partners, LLC
Vision Consulting Group LLC
Vision Holdings, LLC
W & C Hospital, Inc.
Wake Psychiatric Hospital, Inc.
Walterboro Community Hospital, Inc.
Warren County Ambulance Service, LLC
Wasatch Front Surgery Center, LLC
Washington Holdco, LLC
Waterway Primary Care, LLC
WCP Properties, LLC
Weatherford Health Services, LLC
Weatherford Mammography JV, LLC
Welbeck Street Diagnostic Centre LLP
Wellington Diagnostic Services LLP

Annex C-1-50
West Valley Imaging, LLC
West Valley Medical Center, Inc.
West Valley Medical Group Specialty Services LLC
West Valley Medical Group, LLC
West Valley Therapy Services, LLC
Westbury Hospital, Inc.
Western Plains Capital, Inc.
Westlake Surgicare, L.P.
Westminster Community Hospital
Westside Surgery Center, Ltd.
WHG Medical, LLC
WHMC, Inc.
Wichita CareNow Urgent Care, LLC
Wildwood Medical Center, Inc.
Wilson County Outpatient Surgery Center, L.P.
WJHC, LLC
Woman’s Health Group, PLLC
Woman’s Hospital Merger, LLC
Woman’s Hospital of Texas, Incorporated
Women Practitioners of Houston, PLLC
Women Specialists of Bayshore, PLLC
Women Specialists of Clear Lake, PLLC
Women Specialists of Mainland, PLLC
Women’s & Children’s Center, LLC
Women’s & Children’s Pediatric Hematology/Oncology Center, LLC
Women’s & Children’s Pulmonology Clinic, LLC
Women’s and Children’s Professional Management, L.L.C.
Women’s and Children’s Specialists, LLC
Women’s Center at Brookside, LLC
Women’s Health Center of Central Florida, LLC
Women’s Health Center of SWVA, LLC
Women’s Hospital Indianapolis GP, Inc.
Women’s Hospital Indianapolis, L.P.
Women’s Link Specialty Obstetrical Referral Clinic, PLLC
Women’s Multi-Specialty Group, LLC
Women’s Surgical Specialists of Texas, PLLC

Annex C-1-52
Significant Subsidiaries of the Company

Healthtrust, Inc. – The Hospital Company (DE)
Galen Holdco, LLC
Hospital Corp., LLC
HTI Hospital Holdings, Inc.
Healthserv Acquisition, LLC
HCA HealthONE, LLC
HCA Squared, LLC

Annex C-2-1
Real Property

The mortgaged property shall include the real property upon which the Company and its subsidiaries shall have granted liens in favor of Bank of America, N.A., in its capacity as collateral agent for the holders of the obligations under the Credit Facilities (excluding the holders of obligations under the asset-based revolving credit facility) (collectively, the “Mortgaged Properties”).

Annex D-1
Form of Opinion of Cleary Gottlieb Steen & Hamilton LLP

Exhibit A-1
Form of Negative Assurance Letter of Cleary Gottlieb Steen & Hamilton LLP

Exhibit B-1
Form of Regulatory Opinion of Bass, Berry & Sims PLC

To be substantially similar to the opinion given in connection with the issuance of the Company’s $1,500,000,000 5.500% Senior Secured Notes due 2047, on June 22, 2017, subject to such changes as are appropriate to reflect the current terms of the Securities and as otherwise reasonably agreed.

Exhibit C-1