HCA Healthcare, Inc. - HCA

Filed: August 13, 2018 (period: August 09, 2018)

Report of unscheduled material events or corporate changes.
HCA Healthcare, Inc.
(Exact Name of Registrant as Specified in Charter)

State or Other Jurisdiction of Incorporation: Delaware
Commission File Number: 001-11239

Incorporated in: Delaware
Identification No.: 27-3865930

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

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

Date of Report (Date of earliest event reported): August 13, 2018 (August 9, 2018)

Emerging growth company ☐

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. ☐

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))
Item 8.01 Other Events.

On August 9, 2018, HCA Healthcare, Inc. (the “Registrant” or the “Parent Guarantor”) and HCA Inc., a wholly owned subsidiary of the Registrant (the “Issuer”) entered into an underwriting agreement (the “Underwriting Agreement”) with Goldman Sachs & Co. LLC, Barclays Capital Inc., Citigroup Global Markets Inc., Deutsche Bank Securities Inc., J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Morgan Stanley & Co. LLC, RBC Capital Markets, LLC, SMBC Nikko Securities America, Inc., SunTrust Robinson Humphrey, Inc., UBS Securities LLC and Wells Fargo Securities, LLC as representatives of the several underwriters named therein, for the issuance and sale by the Issuer of $2,000,000,000 aggregate principal amount of senior unsecured notes (collectively, the “Notes”) in the following tranches:

- $1,000,000,000 aggregate principal amount of 5.375% Senior Notes due 2026; and
- $1,000,000,000 aggregate principal amount of 5.625% Senior Notes due 2028.

The Notes will be guaranteed on a senior unsecured basis by the Parent Guarantor 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 August 9, 2018.

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 August 9, 2018, the Issuer provided notice of its election to redeem (the “Redemption”) all $1,500,000,000 aggregate principal amount outstanding of its 3.75% Senior Secured Notes due 2019 (the “Redeemed Notes”). The Redeemed Notes will be redeemed on September 10, 2018 (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 the 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:

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<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: August 13, 2018
HCA INC.

$1,000,000,000 5.375% Senior Notes due 2026
$1,000,000,000 5.625% Senior Notes due 2028

UNDERWRITING AGREEMENT

August 9, 2018

Goldman Sachs & Co. LLC
Barclays Capital Inc.
Citigroup Global Markets Inc.
Deutsche Bank Securities Inc.
J.P. Morgan Securities LLC
Merrill Lynch, Pierce, Fenner & Smith Incorporated
Morgan Stanley & Co. LLC
RBC Capital Markets, LLC
SMBC Nikko Securities America, Inc.
SunTrust Robinson Humphrey, Inc.
UBS Securities LLC
Wells Fargo Securities, LLC

As Representatives of the Underwriters

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

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 $1,000,000,000 aggregate principal amount of its 5.375% Senior Notes due 2026 (the “2026 Notes”) and $1,000,000,000 aggregate principal amount of its 5.625% Senior Notes due 2028 (the “2028 Notes” and together with the 2026 Notes, 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”), as supplemented by the nineteenth supplemental indenture relating to the 2026 Notes and the twentieth supplemental indenture relating to the 2028 Notes each to be dated August 23, 2018, among the Company, the Parent Guarantor, the Trustee and the Registrar (as supplemented, amended or modified from time to time, the “Indenture”).

The Securities will be unconditionally guaranteed on a senior unsecured basis by the Parent Guarantor (the “Guarantee”).
In connection with the offer and sale of the Securities, the Company and the Parent Guarantor 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 August 9, 2018 (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 of the Securities 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 Parent Guarantor, 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 Parent Guarantor 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 Parent Guarantor in writing by such Underwriter through the Representatives, expressly for use in any Preliminary Prospectus.

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(b) At the Applicable Time, the Disclosure Package did 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 Parent Guarantor 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 Parent Guarantor 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, at the Applicable Time, 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 Parent Guarantor 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 Parent Guarantor 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.
were made, not misleading; provided that the Company and the Parent Guarantor 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 Parent Guarantor in writing by such Underwriter through the Representative expressly for use in the Registration Statement and the Prospectus and any amendment or supplement thereto.

(c) None of the Company, the Parent Guarantor 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.

(d) None of the Company, the Parent Guarantor 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 Company, the Parent Guarantor or their subsidiaries taken as a whole.

(h) Each of the Company, the Parent Guarantor 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 June 30, 2018, on an as adjusted basis, after giving effect to the consummation of the Transaction, the Company, the Parent Guarantor 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 Company, the Parent Guarantor 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 Company or the Parent Guarantor 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 senior secured credit facilities of the Company (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 Indenture 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 Company, the Parent Guarantor or any of its subsidiaries.

(k) (i) This Agreement has been duly authorized, executed and delivered by the Company and the Parent Guarantor; (ii) the Indenture, on the Closing Date, will have been duly authorized, executed and delivered by the Company and the Parent 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 the Parent 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 2026 Notes and the 2028 Notes, on the Closing Date, will each have been duly authorized by the Company and, when each have been executed and authenticated by the Trustee in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters, will each have been duly executed and delivered by the Company and will each constitute the legal, valid and binding obligations of the Company, enforceable against the Company and entitled to the benefits of the Indenture (subject to the Enforceability Limitations); and (iv) the Guarantee, on the Closing Date, will constitute the legal, valid and binding obligation of the Parent Guarantor, enforceable against the Parent Guarantor in accordance with its terms and entitled to the benefits of the Indenture (subject to the Enforceability Limitations).

(l) The term “Transaction Documents” refers to this Agreement, the Securities and the Indenture (including the Guarantee 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 or (ii) 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 Guarantee 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 the Parent Guarantor 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 the Parent Guarantor 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 the Parent Guarantor 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 the Parent Guarantor.

(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, 2017 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, the Parent 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 Parent Guarantor 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, the Parent 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, the Parent Guarantor or any of their respective subsidiaries or any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Company, the Parent Guarantor, 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, the Parent 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, 2017 and 2016 and for each of the three years in the period ended December 31, 2017 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 Parent Guarantor 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) will be prohibited, directly or indirectly, from paying any dividends to the Company or the Parent 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 the Parent Guarantor any other subsidiary any loans or advances to such subsidiary from the Company or the Parent Guarantor or any other subsidiary or from transferring any of such subsidiary’s property or assets to the Company or the Parent Guarantor or any other subsidiary of the Company or the Parent 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 Parent Guarantor 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 Parent Guarantor 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 Company, the Parent Guarantor 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 Parent Guarantor 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 Parent Guarantor 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 applicable 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 are required (a) under such federal and state healthcare laws as are applicable to the Company, the Parent Guarantor and their respective subsidiaries and (b) with respect to those facilities operated by the Company, the Parent Guarantor or any of 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 Parent Guarantor 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 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 and (iv) none of the Company, the Parent Guarantor 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 Parent Guarantor or any of their respective subsidiaries are “providers” (as defined in the Social Security Act and the regulations promulgated thereunder), and all ambulatory surgery centers, diagnostic and imaging centers, radiation and oncology centers and other healthcare operations operated by the Company, the Parent Guarantor or any of their respective subsidiaries are “suppliers,” as defined in the SSA, and all such providers of services and suppliers are required (a) under such federal and state healthcare laws as are applicable to the Company, the Parent Guarantor and their respective subsidiaries and (b) with respect to those facilities operated by the Company, the Parent Guarantor or any of 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 Parent Guarantor 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 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 and (iv) none of the Company, the Parent Guarantor 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.
The accounts receivable of the Company, the Parent Guarantor 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, after giving effect to the allowance for doubtful accounts, relating to such third party payors do not materially exceed amounts the Company, the Parent Guarantor 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).

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 Parent Guarantor or, to the knowledge of the Company, any officers, directors, stockholders, members, employees or other agents of the Company, the Parent Guarantor 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) 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 Parent Guarantor 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 Guarantee, shall be deemed a joint and several representation and warranty by each of the Company, the Parent Guarantor 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) with respect to the 2026 Notes, at a purchase price of 99.00% of the gross proceeds to the Company (i.e. less a discount of $10,000,000), plus accrued interest, if any, from August 23, 2018 to the Closing Date, the principal amount of the 2026 Notes set forth opposite such Underwriter’s name in Schedule I hereto and (ii) with respect to the 2028 Notes, at a purchase price of 99.00% of the gross proceeds to the Company (i.e. less a discount of $10,000,000), plus accrued interest, if any, from August 23, 2018 to the Closing Date, the principal amount of the 2028 Notes 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 on August 23, 2018 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 Parent Guarantor 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 Company, the Parent Guarantor and their subsidiaries) or the Prospectus, the Company will furnish to Goldman Sachs & Co. LLC 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 Goldman Sachs & Co. LLC 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 Company, the Parent Guarantor 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 for any additional information; (iv) of the issuance by the Commission of any order suspending the effectiveness of the Registration Statement or 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; (v) 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, not misleading; (vi) of the receipt by the Company of any notice of objection of the Commission to the use of the Registration Statement or any amendment to the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Act; and (vii) 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 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 Goldman Sachs & Co. LLC 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 Goldman Sachs & Co. LLC 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 the Parent Guarantor 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 Goldman Sachs & Co. LLC, 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 Guarantee 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 of 30 days following the date of the Prospectus, without the prior written consent of Goldman Sachs & Co. LLC, 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, the Parent Guarantor or any of their respective Affiliates or any person in privity with the Company, the Parent Guarantor 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 the Parent Guarantor (other than the Securities and the Guarantee).

(j) The Company and the Parent Guarantor 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; and (x) 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 Parent Guarantor 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 Parent Guarantor 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, the Parent Guarantor or any other person. Additionally, no Underwriter is advising the Company, the Parent Guarantor or
any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company and the Parent Guarantor
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 the Parent
Guarantor with respect thereto. Any review by the Underwriters of the Company and the Parent Guarantor, 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 the Parent Guarantor.

(m) 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 Parent Guarantor contained herein at the Applicable Time, to the accuracy
of the statements of the Company or the Parent Guarantor made in any certificates of the representations and warranties of the Company and the Parent Guarantor contained herein at the Closing Date, to the accuracy of the statements of the Company or the Parent 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.

(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 Indenture, 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 Parent Guarantor 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 Parent Guarantor 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 Parent Guarantor 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 Goldman Sachs & Co. LLC, 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 Parent Guarantor and the Trustee shall have entered into the 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.

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. [Reserved].
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 Parent Guarantor 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 Parent Guarantor, 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 Parent Guarantor 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 Parent Guarantor 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 Parent Guarantor 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 Parent Guarantor 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 Parent Guarantor 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 Parent Guarantor, (ii) each person, if any, who controls (within the meaning of either the Act or the Exchange Act) the Company or the Parent Guarantor, and (iii) the directors and officers of the Company and the Parent Guarantor, to the same extent as the foregoing indemnity from the Company and the Parent Guarantor, to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company or the Parent Guarantor 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 Parent Guarantor 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 indemnifying 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 Goldman Sachs & Co. LLC, and any such separate firm for the Company or the Parent Guarantor and any control persons, officers or directors of the Company or the Parent Guarantor shall be designated in writing by the Company or the Parent 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 Goldman Sachs & Co. LLC. 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 Parent Guarantor, 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 the Parent 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 Parent Guarantor, 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 Parent Guarantor, 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 Parent Guarantor, 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 Parent Guarantor 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 the Parent 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 Parent Guarantor 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 the Parent Guarantor within the meaning of either the Act or the Exchange Act and the respective officers and directors of the Company and the Parent Guarantor shall have the same rights to contribution as the Company and the Parent Guarantor, subject in each case to the applicable terms and conditions of this paragraph (d).
10. **Default by an Underwriter.** 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 non-defaulting Underwriter for damages occasioned by its default hereunder.

11. **Termination.** This Agreement shall be subject to termination in the absolute discretion of Goldman Sachs & Co. LLC, 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 the Parent 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 Goldman Sachs & Co. LLC, 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 Parent Guarantor 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 Parent Guarantor, 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 Goldman Sachs & Co. LLC, 200 West Street, New York, New York, 10282-2198, Attention: Registration Department or, if sent to the Company or the Parent Guarantor, 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 10006 (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 Goldman Sachs & Co. LLC.
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 Parent Guarantor 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.

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.

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

   "**Agreement**" shall mean this underwriting agreement.

   "**Applicable Time**" shall mean 4:40 PM, Eastern Time on August 9, 2018.

   "**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.

   "**Commission**" shall mean the Securities and Exchange Commission.


   "**Investment Company Act**" shall mean the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission promulgated thereunder.

   "**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.

   "**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

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

GOLDMAN SACHS & CO. LLC

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

By: GOLDMAN SACHS & CO. LLC

By: /s/Ariel Fox

Name: Ariel Fox
Title: Vice President

[Signature Page to Underwriting Agreement]
## Schedule I

### 2026 Notes and 2028 Notes

<table>
<thead>
<tr>
<th>Underwriters</th>
<th>Principal Amount of 2026 Notes to be Purchased</th>
<th>Principal Amount of 2028 Notes to be Purchased</th>
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</thead>
<tbody>
<tr>
<td>Goldman Sachs &amp; Co. LLC</td>
<td>$78,333,333</td>
<td>$78,333,333</td>
</tr>
<tr>
<td>Barclays Capital Inc.</td>
<td>$78,333,333</td>
<td>$78,333,333</td>
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<tr>
<td>Citigroup Global Markets Inc.</td>
<td>$78,333,333</td>
<td>$78,333,333</td>
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<tr>
<td>Deutsche Bank Securities Inc.</td>
<td>$78,333,333</td>
<td>$78,333,333</td>
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<tr>
<td>J.P. Morgan Securities LLC</td>
<td>$78,333,333</td>
<td>$78,333,333</td>
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<td>Merrill Lynch, Pierce, Fenner &amp; Smith Incorporated</td>
<td>$78,333,333</td>
<td>$78,333,333</td>
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<tr>
<td>Morgan Stanley &amp; Co. LLC</td>
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<td>$78,333,333</td>
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<td>RBC Capital Markets, LLC</td>
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<td>$78,333,333</td>
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<td>SMBC Nikko Securities America, Inc.</td>
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<td>$78,333,333</td>
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<td>SunTrust Robinson Humphrey, Inc.</td>
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<td>UBS Securities LLC</td>
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<tr>
<td>Wells Fargo Securities, LLC</td>
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<td>$78,333,333</td>
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<td>Capital One Securities, Inc.</td>
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<td>$15,000,000</td>
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<td>Mizuho Securities USA LLC</td>
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<td>$15,000,000</td>
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<td>Fifth Third Securities, Inc.</td>
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<td>$7,500,001</td>
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<td>MUFG Securities Americas Inc.</td>
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<td>$7,500,001</td>
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<tr>
<td>Regions Securities LLC</td>
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<td>$7,500,001</td>
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<tr>
<td>Scotia Capital (USA) Inc.</td>
<td>$7,500,001</td>
<td>$7,500,001</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$1,000,000,000</strong></td>
<td><strong>$1,000,000,000</strong></td>
</tr>
</tbody>
</table>

Schedule I-1
Disclosure Package

Pricing Term Sheet, dated August 9, 2018, to the Preliminary Prospectus.

See attached.

Annex A-1
Filed pursuant to Rule 433
Issuer Free Writing Prospectus, dated August 9, 2018
Supplementing the Preliminary Prospectus Supplement, dated August 9, 2018
Registration No. 333-226709

HCA Inc.
$2,000,000,000

$1,000,000,000 5.375% Senior Notes due 2026 (the “2026 notes”)

$1,000,000,000 5.625% Senior Notes due 2028 (the “2028 notes”)

Pricing Supplement
dated August 9, 2018 to HCA Inc.’s Preliminary Prospectus Supplement dated August 9, 2018. 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 2026 notes

<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuer</td>
<td>HCA Inc.</td>
</tr>
<tr>
<td>Aggregate Principal Amount</td>
<td>$1,000,000,000</td>
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<tr>
<td>Title of Security</td>
<td>5.375% Senior Notes due 2026</td>
</tr>
<tr>
<td>Maturity</td>
<td>September 1, 2026</td>
</tr>
<tr>
<td>Spread to Treasury</td>
<td>245 basis points</td>
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<tr>
<td>Benchmark Treasury</td>
<td>UST 1.500% due August 15, 2026</td>
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<tr>
<td>Coupon</td>
<td>5.375%</td>
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<tr>
<td>Public Offering Price</td>
<td>100% plus accrued interest, if any, from August 23, 2018</td>
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<tr>
<td>Yield to Maturity</td>
<td>5.375%</td>
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<tr>
<td>Interest Payment Dates</td>
<td>March 1 and September 1 of each year, beginning on March 1, 2019</td>
</tr>
<tr>
<td>Record Dates</td>
<td>February 15 and August 15 of each year</td>
</tr>
<tr>
<td>Gross Proceeds</td>
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<tr>
<td>Net Proceeds to Issuer before Expenses</td>
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<tr>
<td>CUSIP/ISIN Numbers</td>
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<tr>
<td></td>
<td>ISIN: US404121AH82</td>
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<tr>
<td>Optional Redemption</td>
<td>Prior to March 1, 2026, the 2026 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:</td>
</tr>
<tr>
<td>(a)</td>
<td>100% of the aggregate principal amount of the 2026 notes to be redeemed, and</td>
</tr>
<tr>
<td>(b)</td>
<td>an amount equal to the sum of the present value of (i) the payment on March 1, 2026 of principal of the 2026 notes to be redeemed and (ii) the payment of the remaining scheduled payments through March 1, 2026 of interest on the 2026 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), in each case 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 50 basis points plus, in each of (a) and (b) above, accrued and unpaid interest, if any, to such redemption date.</td>
</tr>
<tr>
<td></td>
<td>On and after March 1, 2026, the 2026 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 2026 notes plus accrued and unpaid interest, if any, to such redemption date.</td>
</tr>
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## Terms Applicable to the 2028 notes

<table>
<thead>
<tr>
<th>Issuer</th>
<th>HCA Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Principal Amount</td>
<td>$1,000,000,000</td>
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<tr>
<td>Title of Security</td>
<td>5.625% Senior Notes due 2028</td>
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<tr>
<td>Maturity</td>
<td>September 1, 2028</td>
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<tr>
<td>Spread to Treasury</td>
<td>269 basis points</td>
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<tr>
<td>Benchmark Treasury</td>
<td>UST 2.875% due August 15, 2028</td>
</tr>
<tr>
<td>Coupon</td>
<td>5.625%</td>
</tr>
<tr>
<td>Public Offering Price</td>
<td>100% plus accrued interest, if any, from August 23, 2018</td>
</tr>
<tr>
<td>Yield to Maturity</td>
<td>5.625%</td>
</tr>
<tr>
<td>Interest Payment Dates</td>
<td>March 1 and September 1 of each year, beginning on March 1, 2019</td>
</tr>
<tr>
<td>Record Dates</td>
<td>February 15 and August 15 of each year</td>
</tr>
<tr>
<td>Gross Proceeds</td>
<td>$1,000,000,000</td>
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<tr>
<td>Net Proceeds to Issuer before Expenses</td>
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<td>CUSIP/ISIN Numbers</td>
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<td>ISIN: US404121AJ49</td>
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<td>Optional Redemption</td>
<td>Prior to March 1, 2028, the 2028 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:</td>
</tr>
<tr>
<td></td>
<td>(a) 100% of the aggregate principal amount of the 2028 notes to be redeemed, and</td>
</tr>
<tr>
<td></td>
<td>(b) an amount equal to the sum of the present value of (i) the payment on March 1, 2028 of principal of the 2028 notes to be redeemed and (ii) the payment of the remaining scheduled payments through March 1, 2028 of interest on the 2028 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), in each case 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 50 basis points plus, in each of (a) and (b) above, accrued and unpaid interest, if any, to such redemption date.</td>
</tr>
<tr>
<td></td>
<td>On and after March 1, 2028, the 2028 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 2028 notes plus accrued and unpaid interest, if any, to such redemption date.</td>
</tr>
<tr>
<td><strong>Terms Applicable to the 2026 notes and 2028 notes</strong></td>
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<tr>
<td><strong>Change of Control</strong></td>
<td>Upon certain change of control events, each Holder may require the Issuer to repurchase at 101%, plus accrued and unpaid interest, if any.</td>
</tr>
<tr>
<td><strong>Trade Date</strong></td>
<td>August 9, 2018</td>
</tr>
<tr>
<td><strong>Settlement Date:</strong></td>
<td>August 23, 2018 (T+10)</td>
</tr>
<tr>
<td>We expect that delivery of the notes will be made to investors on or about August 23, 2018, which will be the tenth business day following the date of this pricing term sheet (such settlement being referred to as “T+10”). 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+10, 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.</td>
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<tr>
<td><strong>Use of Proceeds</strong></td>
<td>We estimate that our net proceeds from this offering, after deducting underwriter discounts and commissions and estimated offering expenses, will be approximately $1.978 billion.</td>
</tr>
<tr>
<td><strong>Denominations</strong></td>
<td>$2,000 and integral multiples of $1,000</td>
</tr>
<tr>
<td><strong>Form of Offering</strong></td>
<td>SEC Registered (Registration No. 333-226709)</td>
</tr>
<tr>
<td><strong>Co-Managers</strong></td>
<td>Capital One Securities, Inc., Mizuho Securities USA LLC, Fifth Third Securities, Inc., MUFG Securities Americas Inc., Regions Securities LLC, Scotia Capital (USA) Inc.</td>
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Source: HCA Healthcare, Inc., 8-K, August 13, 2018
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The information contained herein may not be copied, adapted or distributed and is not warranted to be accurate, complete or timely. The user assumes all risks for any damages or losses arising from any use of this information, except to the extent such damages or losses cannot be limited or excluded by applicable law. Past financial performance is no guarantee of future results.
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 by contacting Goldman Sachs & Co. LLC at 200 West Street, New York, NY 10282 Attention: Prospectus Department or calling 1-866-471-2526.

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.
None.

Annex B
## Subsidiaries of the Company

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<td>360 Community Alliance, LLC</td>
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<td>4600 Waters Avenue Professional Building Condominium Association, Inc.</td>
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<td>52 Alderley Road LLP</td>
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<td>Ace Leasing II, LLC</td>
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<td>ACH, Inc.</td>
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<td>Acworth Immediate Care, LLC</td>
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<td>Advanced Bundle Convener, LLC</td>
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<td>Advanced Plastic Surgery Center of Terre Haute, LLC</td>
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<td>AOGN, LLC</td>
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Annex C-2-1
Atlanta Home Care, L.P.
Atlanta Market GP, Inc.
Atlanta Orthopaedic Surgical Center, Inc.
Atlanta Outpatient Surgery Center, Inc.
Atlanta Surgery Center, Ltd.
Atlantis Surgicare, LLC
Atrium Surgery Center, L.P.
Atrium Surgicare, LLC
Augusta CyberKnife, LLC
Augusta Inpatient Services, LLC
Augusta Management Services, LLC
Augusta Multispecialty Services, LLC
Augusta Primary Care Services, LLC
Augusta Specialty Hospitalists, LLC
Augusta Urgent Care Services, LLC
Aurora Endoscopy Surgicenter, LLC
Austin GI Surgicenter II, LLC
Austin GI Surgicenter, LLC
Austin Heart Cardiology MSO, LLC
Austin Medical Center, Inc.
Austin Physicians Management, LLC
Austin Urogynecology, PLLC
Aventura Cancer Center Manager, LLC
Aventura Comprehensive Cancer Research Group of Florida, Inc.
Aventura Healthcare Specialists LLC
Aventura Neurosurgery, LLC
Backlogs Limited
Bailey Square Ambulatory Surgical Center, Ltd.
Bailey Square Outpatient Surgical Center, Inc.
BAMI Property, LLC
Bannerman Family Care, LLC
Barrow Medical Center CT Services, Ltd.
Basic American Medical, Inc.
Basil Street Practice Limited
Bay Area Healthcare Group, Ltd.
Bay Area Surgical Center Investors, Ltd.
Bay Area Surgicenter, Inc.
Bayshore Family Practitioners, PLLC
Bayshore Multi-Specialty Group, PLLC
Bayshore Occupational and Family Medicine, PLLC
Bayshore Partner, LLC
Bayshore Radiation Oncology Services, PLLC
Bayshore Surgery Center, Ltd.
Bayside Ambulatory Center, LLC
Bedford-Northeast Community Hospital, Inc.
Behavioral Health Sciences of West Florida, LLC
Behavioral Health Wellness Center, LLC
Bellaire Imaging, Inc.
Belleair Surgery Center, Ltd.
Belton Family Practice Clinic, LLC
Big Cypress Medical Center, Inc.
Blacksburg Family Care, LLC
Blossoms Healthcare LLP
Boca Raton Open Imaging Center, LLC
Bone & Joint Specialists Physician Group, LLC
Bonita Bay Surgery Center, Inc.
Bountiful Surgery Center, LLC
Boynton Beach EFL Imaging Center, LLC
Bradenton Cardiology Physician Network, LLC
Bradenton Outpatient Services, LLC
Brandon Imaging Manager, LLC
Brandon Regional Cancer Center, LLC
Brandon Surgi-Center, Ltd.
Brigham City Community Hospital Physician Services, LLC
Brigham City Community Hospital, Inc.
Brigham City Health Plan, Inc.
Brighton Surgicenter, LLC
Brookwood Medical Center of Gulfport, Inc.
Broward Cardiovascular Surgeons, LLC
Broward Healthcare System, Inc.
Broward Neurosurgeons, LLC
Brownsville Specialists of Texas, PLLC
Brownsville Surgical Specialists, PLLC
Brownsville Surgicenter, LLC
Brownsville-Valley Regional Medical Center, Inc.
Buckhead Surgical Services, L.P.
Buford Road Imaging, L.L.C.
Byron Family Practice, LLC
C. Medrano, M.D., PLLC
C/HCA Capital, Inc.
C/HCA Development, Inc.
C/HCA, Inc.
Calder Immediate Care, PLLC
California Imaging Center Manager, LLC
California Urgent Care, LLC
Calloway Creek Surgery Center, L.P.
Calloway Creek Surgicare, LLC
Cancer Centers of North Florida, LLC
Cancer Services of Aventura, LLC
Cape Coral Surgery Center, Inc.
Cape Coral Surgery Center, Ltd.
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
Cardiovascular and Thoracic Surgeons of Texas, PLLC
Care for Women, LLC
Career Staffing USA, Inc.
CareOne Home Health Services, Inc.
CareOne Home Health Services, Inc.
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
Carolina Forest Imaging Manager, LLC
Carolina Regional Surgery Center, Inc.
Carolina Regional Surgery Center, Ltd.
Cartersville Medical Center, LLC
Cartersville Occupational Medicine Center, LLC
Cartersville Physician Practice I, LLC
Catalog360 Limited
CC Clinic, PLLC
CCBH Psychiatric Hospitalists, LLC
CCH-GP, Inc.
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 LP, 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.
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.
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
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
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.
Columbia Specialty Hospital of Dallas Subsidiary, L.P.
Columbia Specialty Hospitals, Inc.
Columbia Surgery Group, Inc.
Columbia Surgicare of Augusta, Ltd.
Columbia Tampa Bay Division, Inc.
Columbia Valley Healthcare System, L.P.
Columbia West Bank Hospital, Inc.
Columbia Westbank Healthcare, L.P.
Columbia/Alleghany Regional Hospital, Incorporated
Columbia/HCA Healthcare Corporation of Central Texas
Columbia/HCA Healthcare Corporation of Northern Ohio
Columbia/HCA Healthcare Corporation of South Carolina
Columbia/HCA Heartcare of Corpus Christi, Inc.
Columbia/HCA International Group, Inc.
Columbia/HCA John Randolph, Inc.
Columbia/HCA Middle East Management Company
Columbia/HCA of Baton Rouge, Inc.
Columbia/HCA of Houston, Inc.
Columbia/HCA of New Orleans, Inc.
Columbia/HCA of North Texas, Inc.
Columbia/HCA Physician Hospital Organization Medical Center Hospital
Columbia/HCA San Clemente, Inc.
Columbia-CSA/HS Greater Canton Area Healthcare System, L.P.
Columbia-CSA/HS Greater Cleveland Area Healthcare System, L.P.
Columbia-CSA/HS Greater Columbia Area Healthcare System, L.P.
Columbia-Georgia PT, Inc.
Columbia-Osceola Imaging Center, Inc.
Columbia-Quantum, Inc.
Columbia-SDH Holdings, Inc.
Columbine Psychiatric Center, Inc.
Columbus Cardiology, Inc.
Columbus Cath Lab, Inc.
Columbus Cath Lab, LLC
Columbus Doctors Hospital, Inc.
Commonwealth Perinatal Services, LLC
Commonwealth Specialists of Kentucky, LLC
Community Hospital Family Practice, LLC
Comprehensive Radiation Oncology, LLC
Comprehensive Radiology Management Services, Ltd.
Concept EFL Imaging Center, LLC
Concept West EFL Imaging Center, LLC
Congenital Heart Surgery Center, PLLC
Conroe Hospital Corporation
Conroe Montgomery Physicians Group, PLLC
Conroe Orthopaedic Specialists, PLLC
Conroe Partner, LLC
Conroe Specialists of Texas, PLLC
Continental Division I, Inc.
Coral Springs Surgi-Center, Ltd.
CoralStone Management, Inc.
Corpus Christi Healthcare Group, Ltd.
Corpus Christi Heart Clinic, PLLC
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Corpus Christi Psychiatric Specialists, PLLC
Corpus Christi Radiation Oncology, PLLC
Corpus Christi Surgery Center, L.P.
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Countrywide 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
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
Doctors Hospital (Conroe), Inc.
Doctors Hospital Columbus GA-Joint Venture
Doctors Hospital of Augusta Neurology, LLC
Doctors Hospital of Augusta, LLC
Doctors Hospital Surgery Center, L.P.
Doctor’s Memorial Hospital of Spartanburg Limited Partnership
Doctors Osteopathic Medical Center, Inc.
Doctors Same Day Surgery Center, Inc.
Doctors Same Day Surgery Center, Ltd.
Doctors-I, Inc.
Doctors-II, Inc.
Doctors-III, Inc.
Doctors-IV, Inc.
Doctors-IX, Inc.
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Doctors-VI, Inc.
Doctors-VII, Inc.
Doctors-VIII, Inc.
Doctors-X, Inc.
DOMC Property, LLC
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<td>EHCA, LLC</td>
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<td>EIRMC Hospitalist Services, LLC</td>
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<td>El Paso CareNow Urgent Care, PLLC</td>
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El Paso Healthcare Provider Network
El Paso Healthcare System Physician Services, LLC
El Paso Healthcare System, Ltd.
El Paso Nurses Unlimited, Inc.
El Paso Primary Care, PLLC
El Paso Surgery Centers, L.P.
El Paso Surgicenter, Inc.
Eldridge Family Practitioners, PLLC
Elite Family Health of Plano, PLLC
Elite OB-GYN Services of El Paso, PLLC
Elite Orthopaedics of El Paso, PLLC
Elite Orthopaedics of Irving, PLLC
Elite Orthopaedics of Plano, PLLC
Elstree Outpatient Centre LLP
Emergency Physicians at Wesley Medical Center, LLC
Emergency Providers Group LLC
Emergency Psychiatric Medicine, PLLC
EMMC, LLC
Encino Hospital Corporation, Inc.
Endocrinology Associates of Lee’s Summit, LLC
Endoscopy of Plano, L.P.
Endoscopy Surgicare of Plano, LLC
Englewood Community Hospital Auxiliary, Inc.
Englewood Community Hospital, Inc.
EP Health, LLC
EP Holdco, LLC
EPIC Development, Inc.
EPIC Diagnostic Centers, Inc.
EPIC Healthcare Management Company
EPIC Properties, Inc.
EPIC Surgery Centers, Inc.
EPSC, L.P.
Eye Care Surgicare, Ltd., a Missouri limited partnership
Fairfax Surgical Center, L.P.
Fairview Medical Services, LLC
Fairview Park GP, LLC
Fairview Park, Limited Partnership
Fairview Partner, LLC
Family Care of E. Jackson County, LLC
Family Care Partners, LLC
Family First Medicine in Brownsville, PLLC
Family Health Medical Group of Overland Park, LLC
Family Health Specialists of Lee’s Summit, LLC
Family Medicine of Blacksburg, LLC
Family Practice at Forest Hill, LLC
Family Practice at Retreat, LLC
Family Practitioners of Montgomery, PLLC
Family Practitioners of Pearland, PLLC
Fannin MOB Property Management, LLC
Fannin MOB, LLC
Far West Division, Inc.
Fawcett Memorial Hospital, Inc.
FHAL, LLC
Florida Home Health Services-Private Care, Inc.
Florida Outpatient Surgery Center, Ltd.
Flower Mound Surgery Center, Ltd.
Focus Hand Surgicenter, LLC
Foot & Ankle Specialty Services, LLC
Forest Park Surgery Pavilion, Inc.
Forest Park Surgery Pavilion, L.P.
Fort Bend Hospital, Inc.
Fort Chiswell Family Practice, LLC
Fort Myers Market, Inc.
Fort Pierce Immediate Care Center, Inc.
Fort Pierce Orthopaedics, LLC
Fort Pierce Surgery Center, Ltd.
Fort Walton Beach Medical Center, Inc.
Fort Worth Investments, Inc.
Four Rivers Medical Center PHO, Inc.
Frankfort Hospital, Inc.
Frankfort Wound Care, LLC
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 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.
Hathor Chelsea, Ltd.
HBP Lone Star, Inc.
HCA—Information Technology & Services, Inc.
HCA—IT&S Field Operations, Inc.
HCA—IT&S Inventory Management, Inc.
HCA—IT&S PBS Field Operations, Inc.
HCA—IT&S TN Field Operations, Inc.
HCA—Raleigh Community Hospital, Inc.
HCA—Viera ALF, LLC
HCA—WHS Progressive, LLC
HCA—WHS Services, LLC
HCA American Finance LLC
HCA ASD Financial Operations, LLC
HCA ASD Sales Services, LLC
HCA Carenow Limited
HCA Central Group, Inc.
HCA Central/West Texas Physicians Management, LLC
HCA Chattanooga Market, Inc.
HCA Development Company, Inc.
HCA Eastern Group, Inc.
HCA Finance, L.P.
HCA Global Capital LLP
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
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-Georgia Urgent Care Holdings, LLC
HCA-HealthONE LLC
HCA-Solis Holdings, Inc.
HCA-Solis Mammography Service Holdings of Gulf Coast, LLC
HCA-Solis Mammography Service Holdings of North Texas, 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 Connie 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-Urgent Care Holdings, LLC
HCOL, Inc.
HD&S Corp. Successor, Inc.
HDH Thoracic Surgeons, LLC
Healdsburg General Hospital, Inc.
Health Care Indemnity, Inc.

Source: HCA Healthcare, Inc., 8-K, August 13, 2018
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<td>Insight-InVivoLink Holdings, LLC</td>
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<td>Hip &amp; Joint Specialists of North Texas, PLLC</td>
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<td>HM Acquisition, LLC</td>
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<td>Houston Northwest Surgical Partners, Inc.</td>
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<td>Houston Pediatric Specialty Group, PLLC</td>
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<td>Houston Urologic Surgicenter, LLC</td>
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HSS Virginia, L.P.
HTI Gulf Coast, Inc.
HTI Health Services of North Carolina, Inc.
HTI Hospital Holdings, Inc.
HTI Memorial Hospital Corporation
HTI MOB, LLC
HTI Physician Services of Utah, Inc.
HWCA, PLLC
ICC Healthcare, LLC
Idaho Behavioral Health Services, LLC
Idaho Physician Services, Inc.
Illinois Psychiatric Hospital Company, Inc.
Imaging Services of Appomattox, LLC
Imaging Services of Jacksonville, LLC
Imaging Services of Louisiana Manager, LLC
Imaging Services of Louisiana, LLC
Imaging Services of Orlando, LLC
Imaging Services of Richmond, LLC
Imaging Services of Roanoke, LLC
Imaging Services of West Boynton, LLC
IMX Holdings, LLC
Independence Neurosurgery Services, LLC
Independence Regional Medical Group, LLC
Independence Surgicare, Inc.
Indian Path Hospital, Inc.
Indian Path, LLC
Indianapolis Hospital Partner, LLC
Institute for Women’s Health and Body, LLC
Institute of Advanced ENT Surgery, LLC
Integrated Regional Lab, LLC
Integrated Regional Laboratories Pathology Services, LLC
Integrated Regional Laboratories, LLP
Intensive Care Consortium, Inc.
Internal Medicine Associates of Huntsville, PLLC
Internal Medicine Associates of Southern Hills, LLC
Internal Medicine of Blacksburg, LLC
Internal Medicine of Pasadena, PLLC
Internalist Associates of Houston, PLLC
InVivoLink, Inc.
IRL Pathology Services MidAmerica, LLC
J. M. Garcia, M.D., PLLC
Jackson County Medical Group, LLC
Jackson County Pulmonary Medical Group, LLC
Jacksonville CareNow Urgent Care, LLC
Jacksonville Multispecialty Services, LLC
Jacksonville Specialists, LLC
Jacksonville Surgery Center, Ltd.
James River Internists, LLC
JCSH, LLC
JCSHLP, LLC
JDGC Management, LLC
Jeffersonville MediVision, Inc.
JFK Internal Medicine Faculty Practice, LLC
JFK Medical Center Limited Partnership
JFK Occupational Medicine, LLC
JFK Real Properties, Ltd.
John Randolph Family Practice, LLC
John Randolph OB/GYN, LLC
John Randolph Surgeons, LLC
Johnson County Neurology, LLC
Johnson County Surgery Center, L.P.
Johnson County Surgicenter, L.L.C.
Jordan Family Health, L.L.C.
JPM AA Housing, LLC
Jupiter EFL Imaging Center, LLC
JV Investor, LLC
Kansas CareNow Urgent Care, LLC
Kansas City Cardiac Arrhythmia Research LLC
Kansas City Gastroenterology & Hepatology Physicians Group, LLC
Kansas City Neurology Associates, LLC
Kansas City Perfusion Services, Inc.
Kansas City Pulmonology Practice, LLC
Kansas City Surgery Center Properties, LLC
Kansas City Vascular & General Surgery Group, LLC
Kansas City Women’s Clinic Group, LLC
Kansas Healthserv, LLC
Kansas Pulmonary and Sleep Specialists, LLC
Kansas Trauma and Critical Care Specialists, LLC
Kathy L. Summers, M.D., PLLC
Katy Medical Center, Inc.
K C Pain ASC, LLC
KC Surgicare, LLC
Kendall Healthcare Group, Ltd.
Kendall Regional Medical Center, LLC
Kendall Regional Primary and Urgent Care, LLC
Kendall Regional Urgent Care, LLC
Kendall Vascular Surgery, LLC
Kennedale Primary Care PLLC
Kentucky Cardiopulmonary Interpretation Services, LLC
Kingsley Family Care, LLC
Kingwood Multi-Specialty Group, PLLC
Kingwood Surgery Center, LLC
Kissimmee Surgicare, Ltd.
KPH-Consolidation, Inc.
Kyle Primary Care, PLLC
L E Corporation
LAD Imaging, LLC
Lafayette OB Hospitalists, LLC
Lafayette Surgery Center Limited Partnership
Lafayette Surgicare, Inc.
Lafayette Urogynecology & Urology Center, LLC
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Lake City Regional Medical Group, LLC
Lake Forest Family Health, PLLC
Lake Forest Utility, LLC
Lake Nona Hospital, Inc.
Lakeside Radiology, LLC
Lakeside Women’s Services, LLC
Lakeview Cardiology Specialists, LLC
Lakeview Hospital Physician Services, LLC
Lakeview Internal Medicine, LLC
Lakeview Medical Center, LLC
Lakeview Neurosurgery Clinic, LLC
Lakeview Professional Billing, LLC
Lakeview Regional Medical Center Inpatient Services, LLC
Lakeview Regional Physician Group, LLC
Lakeview Urology & General Surgery, LLC
Lakewood Surgicare, Inc.
Laredo Medco, LLC
Largo Medical Center, Inc.
Largo Physician Group, LLC
Las Colinas Primary Care, PLLC
Las Colinas Surgery Center, Ltd.
Las Encinas Hospital
Las Palmas Del Sol Cardiology, PLLC
Las Palmas Del Sol Internal Medicine, PLLC
Las Palmas Del Sol Urgent Care, PLLC
Las Vegas ASC, LLC
Las Vegas Physical Therapy, Inc.
Las Vegas Surgicare, Inc.
Las Vegas Surgicare, Ltd., a Nevada Limited Partnership
Laurel Grove Surgery Center, LLC
Lawnwood Cardiovascular Surgery, LLC
Lawnwood Healthcare Specialists, LLC
Lawnwood Medical Center, Inc.
Layton Family Practice, LLC
Leaders in Oncology Care Limited
Leadership Healthcare Holdings I, L.P., L.L.P.
Leadership Healthcare Holdings II, L.P., L.L.P.
Lee’s Summit Family Care, LLC
Lee’s Summit Urgent Care, LLC
Leslie Cohan, M.D., PLLC
Lewis Gale Physicians Specialists, LLC
Lewis-Gale Hospital, Incorporated
Lewis-Gale Medical Center, LLC
Lewis-Gale Physicians, LLC
Lewisville Primary Care, PLLC
Lewisville Surgicare, LLC
LGMC Ambulatory Surgery Center, LLC
Lincoln Surgery Center, LLC
Live Oak Immediate Care Center, LLC
LOC @ The Christie LLP
LOC @ The London Bridge Hospital LLP
LOC Partnership LLP
London Oncology Clinic LLP
London Pathology Limited
London Radiography & Radiotherapy Services Limited
Lone Peak Hospital, Inc.
Lone Star Intensivists at Gulf Coast, PLLC
Lonestar Provider Network
Longview Regional Physician Hospital Organization, Inc.
Lorain County Surgery Center, Ltd.
Los Gatos ASC Silicon Valley, LLC
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
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
Mchealthy Cancer Center, LLC
MCA Investment Company
MCA-CTMC Holdings, LLC
McAllen Comprehensive Upper Extremity Center, PLLC
McKinney Surgeons, PLLC
McMinneapolis 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.
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.
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
Osceola 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
Park Central Surgical Center, Ltd.
Park Ridge Surgery Center, LLC
Park South Imaging Center, Ltd.
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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.
Parthenon Insurance Company, Limited
Pasadena Bayshore Hospital, Inc.
PatientKeeper, Inc.
Patients First Neurology, LLC
Pavilion 2 Condominium Property, LLC
Pavilion 2 Medical Office Building Condominium Association, Inc.
Pavilion Surgicenter, LLC
Pearland Institute for Women’s Health, PLLC
Pearland Partner, LLC
Pediatric Anesthesia Consultants of San Antonio, PLLC
Pediatric Cardiac Intensivists of North Texas, PLLC
Pediatric Critical Care of Clear Lake, PLLC
Pediatric Hospitalists of Conroe, PLLC
Pediatric Intensivist Group, LLC
Pediatric Intensivists of El Paso, PLLC
Pediatric Intensivists of North Texas, PLLC
Pediatric Specialists of Clear Lake, PLLC
Pediatric Specialty Clinic LLC
Pediatric Surgicare, Inc.
Pediatrics of Greater Houston, PLLC
Pensacola Primary Care, Inc.
PET CT LLP
Physician Associates of Corporate Woods, LLC
Physicians Ambulatory Surgery Center, LLC
Pinellas Medical, LLC
Pinnacle Physician Network, LLC
Pioneer Medical, LLC
Plains Healthcare System, Inc.
Plano Ambulatory Surgery Associates, L.P.
Plano Heart Institute, L.P.
Plano Heart Management, LLC
Plano Surgery Center—GP, LLC
Plano Surgery Center Real Estate, LLC
Plano Surgicenter Real Estate Manager, LLC
Plano Urology, PLLC
Plantation General Hospital, L.P.
Plaza Medical Specialists, PLLC
Plaza Primary Care, PLLC
Plaza Specialty Hospital, LLC
Plaza Transplant Center, PLLC
PMM, Inc.
POH Holdings, LLC
Poinciana Medical Center, Inc.
Port St. Lucie Surgery Center, Ltd.
Portland Primary Care, LLC
Portsmouth Regional Ambulatory Surgery Center, LLC
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, 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
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Pulaski Urology, LLC
Pulmonary Renal Intensivist Group, LLC
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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.
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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
Red Rock Holdco, LLC
Red Rocks Surgery Center, LLC
Redmond Anesthesia Services, LLC
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Redmond Neurosurgery, LLC
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Redmond Specialty Services, LLC
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Research Neuroscience Institute, LLC
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Reston Hospitalists, LLC
Reston Surgery Center, L.P.
Retreat Cardiology, LLC
Retreat Hospital, LLC
Retreat Internal Medicine, LLC
Retreat Surgical Associates, LLC
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Rhodes Limited-Liability Company
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Richmond Multi-Specialty, LLC
Richmond Pediatric Surgeon’s, LLC
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Rim Building Partners, L.P.
Solis Mammography at Woman’s Hospital of Texas, LLC
Solis Mammography of Dallas, LLC
Solis Mammography of Flower Mound, LLC
Solis Mammography of Garland, LLC
Solis Mammography of Katy, LLC
Solis Mammography of Mainland, 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
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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 of Ft. Walton Beach, LLC
Specialty Physicians of Northern Virginia, LLC
Specialty Surgicare of Las Vegas, LP
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.
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 Mountaintview Hospital, Inc.
Sunrise Mountaintview 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 of Houston, LLC
Surgicare of Indianapolis, Inc.
Surgicare of Kansas City, LLC
Surgicare of Kingwood, LLC
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 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 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 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
Surgicare of Round Rock, Inc.
Surgicare of Royal Oaks, LLC
Surgicare of Salem, LLC
Surgicare of Silicon Valley, LLC
Surgicare of Sky Ridge Women’s Center, LLC
Surgicare of Sky Ridge, LLC
Surgicare of South Austin, Inc.
Surgicare of Southeast Denver, Inc.
Surgicare of Southern Hills, Inc.
Surgicare of Southern Kentucky, LLC
Surgicare of Southwest Houston, LLC
Surgicare of Spotsylvania, LLC
Surgicare of St. Andrews, Inc.
Surgicare of St. Andrews, Ltd.
Surgicare of St. David’s Austin, LLC
Surgicare of StoneCrest, LLC
Surgicare of Stuart, Inc.
Surgicare of Sugar Land, Inc.
Surgicare of Swedish, LLC
Surgicare of Tallahassee, Inc.
Surgicare of Terre Haute, LLC
Surgicare of Thornton, LLC
Surgicare of Travis Center, Inc.
Surgicare of Tulsa, Inc.
Surgicare of Utah, LLC
Surgicare of Wasatch Front, LLC
Surgicare of West Hills, Inc.
Surgicare of Westlake, Inc.
Surgicare of Wichita, Inc.
Surgicare of Wichita, LLC
Surgicare of Wilson County, LLC
Surgicare of Winchester, LLC
Surgicare Outpatient Center of Baton Rouge, Inc.
Surgicare Outpatient Center of Jackson, Inc.
Surgicenter of East Jefferson, Inc.
Surgicenter of Johnson County, Ltd.
Surgicenter of Kansas City, L.L.C.
Surgico, LLC
Surgical Medpro, Inc.
Swedish MOB Acquisition, Inc.
Swedish MOB I, Ltd.
Swedish MOB II, Inc.
Swedish MOB III, Inc.
Swedish MOB IV, Inc.
Swedish MOB, LLC
SWMC, Inc.
Sycamore Shoals Hospital, Inc.
Tallahassee Community Network, Inc.
Tallahassee Medical Center, Inc.
Tallahassee Orthopaedic Surgery Partners, Ltd.
Tampa Bay Health System, Inc.
Tampa Surgi-Centre, Inc.
Tarrant County Surgery Center, L.P.
TBHI Outpatient Services, LLC
tchecuncte Cardiology Associates—Lakeview, LLC
TCMC Madison-Portland, Inc.
Teays Valley Health Services, LLC
Telehealth Physician Services, LLC
Tennessee Healthcare Management, Inc.
Tennessee Valley Outpatient Diagnostic Center, LLC
Terre Haute Hospital GP, Inc.
Terre Haute Hospital Holdings, Inc.
Terre Haute MOB, L.P.
Terre Haute Obstetrics and Gynecology, LLC
Terre Haute Regional Hospital, L.P.
Texas CareNow Physician Associates
Texas HSS, LLC
Texas Institute of Medicine and Surgery
Texas Psychiatric Company, Inc.
The Austin Diagnostic Clinic, PLLC
The Cancer Care Center of North Florida, LLC
The Cardiovascular Partnership for Quality, LLC
The Charter Cypress Behavioral Health System, L.L.C.
The Christie Clinic LLP
The Glynne Medical Practice Limited
The Harley Street Cancer Clinic Limited
The London Breast Institute UK Ltd
The Medical Group of Kansas City, LLC
The Neurohealth Sciences Center, LLC
The Outsource Group, Inc.
The Physicians Clinic Limited
The Prostate Centre Limited
The Rankin Foundation
The Regional Health System of Acadiana, LLC
The Wasatch Endoscopy Center, Ltd.
The West Texas Division of Columbia, Inc.
THN Physicians Association, Inc.
Timpanogos Pain Specialists, LLC
Timpanogos Regional Medical Services, Inc.
Timpanogos Sports Training Venture, LLC
Total Imaging—Hudson, LLC
Total Imaging—North St. Petersburg, LLC
Total Imaging—Parsons, LLC
Town Plaza Family Practice, LLC
Travel Medicine and Infections, LLC
Travis Surgery Center, L.P.
Tri Cities Health Services Corp.
Tri-City Multi-Specialty, LLC
Tri-County Community Hospital, Inc.
Tri-County Surgical Specialists, LLC
Trident Ambulatory Surgery Center, L.P.
Trident Behavioral Health Services, LLC
Trident Eye Surgery Center, L.P.
Trident Medical Center, LLC
Trident Medical Services, Inc.
Trident Neonatology Services, LLC
TriStar Bone Marrow Transplant, LLC
TriStar Cardiovascular Surgery, LLC
TriStar Family Care, LLC
TriStar Gynecology Oncology, LLC
TriStar Health System, Inc.
TriStar Joint Replacement Institute, LLC
TriStar Maury Behavioral Healthcare, LLC
TriStar Medical Group—Centennial Primary Care, LLC
TriStar Medical Group—Legacy Health, LLC
TriStar Medical Network, LLC
TriStar OB/GYN, LLC
TriStar Orthopedics, LLC
TriStar Physicians, LLC
TriStar Radiation Oncology, LLC
TUHC Anesthesiology Group, LLC
TUHC Hospitalist Group, LLC
TUHC Physician Group, LLC
TUHC Primary Care and Pediatrics Group, LLC
TUHC Radiology Group, LLC
Tulane Clinic, LLC
Tulane Professionals Management, L.L.C.
Tuscan Imaging Center at Las Colinas, LLC
U.S. Collections, Inc.
Ultra Imaging Management Services, LLC
Ultra Imaging of Tampa, LLC
University Healthcare Specialists, LLC
University Healthcare System, L.C.
University Hospital, Ltd.
Uptown Primary Care Associates, LLC
Urgent Care Enterprise, LLC
Urgent Care Extra—Ann & Simmons, LLC
Urgent Care Extra—Cactus & Southern Highlands, LLC
Urgent Care Extra—Charleston & Decatur, LLC
Urgent Care Extra—Charleston/Sloan, LLC
Urgent Care Extra—Craig & Clayton, LLC
Urgent Care Extra—Craig & Decatur, LLC
Urgent Care Extra—Durango & Cheyenne, LLC
Urgent Care Extra—Durango & Flamingo, LLC
Urgent Care Extra—Eastern & Horizon Ridge, LLC
Urgent Care Extra—Rainbow/Mardon, 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
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
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 $1,500,000,000 of the Company’s 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