

HCA INC/TN  
Form 424B3  
August 17, 2009

**Table of Contents**

**Filed Pursuant to Rule 424(b)(3)**

**Registration Nos. 333-159511 and 333-159511-01 to 333-159511-184**  
**HCA INC.**  
**SUPPLEMENT NO. 3 TO**  
**MARKET MAKING PROSPECTUS DATED**  
**JULY 10, 2009**  
**THE DATE OF THIS SUPPLEMENT IS AUGUST 17, 2009**  
**On August 17, 2009, HCA Inc. filed the attached**  
**Form 8-K**

---

**Table of Contents**

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

**FORM 8-K**

**CURRENT REPORT**

**PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): August 17, 2009 (August 11, 2009)**

**HCA INC.**

**(Exact Name of Registrant as Specified in Charter)**

**Delaware**  
(State or Other  
Jurisdiction  
of Incorporation)

**001-11239**  
(Commission File Number)

**75-2497104**  
(I.R.S. Employer  
Identification No.)

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

**37203**  
(Zip Code)

Registrant's telephone number, including area code: **(615) 344-9551**

**Not Applicable**

(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- 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))
-

**TABLE OF CONTENTS**

<u>Item 1.01. Entry into a Material Definitive Agreement</u>	1
<u>Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant</u>	5
<u>Item 9.01. Financial Statements and Exhibits</u>	6
<u>SIGNATURES</u>	7
<u>INDEX TO EXHIBITS</u>	8

**Table of Contents****Item 1.01 Entry into a Material Definitive Agreement  
Indenture and Senior Secured Notes due 2019*****Overview***

On August 11, 2009, the Company issued \$1,250,000,000 aggregate principal amount of 7<sup>7</sup>/<sub>8</sub>% senior secured notes due 2020 (the Notes), which mature on February 15, 2020, pursuant to an indenture, dated as of August 11, 2009 (the Indenture), among the Company, the guarantors party thereto, Deutsche Bank Trust Company Americas, as paying agent, registrar and transfer agent, and Law Debenture Trust Company of New York, as trustee.

Interest on the Notes will be payable in cash. Interest on the Notes is payable on February 15 and August 15 of each year, commencing on February 15, 2010.

The following is a brief description of the terms of the Notes and the Indenture.

***Ranking***

The Notes are the Company's senior secured obligations and rank senior in right of payment to any future subordinated indebtedness; rank equally in right of payment with all of the Company's existing and future senior indebtedness; are effectively senior in right of payment to indebtedness under the Company's existing second lien notes to the extent of the collateral securing such indebtedness; are effectively equal in right of payment with indebtedness under the Company's senior secured cash flow credit facility, dated as of November 17, 2006, as amended on February 16, 2007, as further amended on March 2, 2009 and June 18, 2009 (as amended, the cash flow credit facility) and the Company's 4<sup>3</sup>/<sub>8</sub>% senior secured notes due 2019 (the existing first lien notes) issued pursuant to the Indenture, dated as of April 22, 2009, among the Company, the guarantors party thereto, Deutsche Bank Trust Company Americas, as paying agent, registrar and transfer agent, and Law Debenture Trust Company of New York, as trustee, to the extent of the collateral (other than certain European collateral securing the Company's senior secured European term loan facility) securing such indebtedness; are effectively subordinated in right of payment to all indebtedness under the Company's senior secured asset-based revolving credit facility, dated as of November 17, 2006, as amended and restated as of June 20, 2007, as further amended on March 2, 2009 (as amended, the asset-based revolving credit facility) and, together with the cash flow credit facility, the senior secured credit facilities), to the extent of the shared receivables collateral securing such indebtedness; and are effectively subordinated in right of payment to all existing and future indebtedness and other liabilities of the Company's non-guarantor subsidiaries (other than indebtedness and liabilities owed to the Company or one of the Company's subsidiary guarantors (as such term is defined below)).

***Guarantees***

The Notes are fully and unconditionally guaranteed on a senior secured basis by each of the Company's existing and future direct or indirect wholly owned domestic subsidiaries that guarantee the Company's obligations under its senior secured credit facilities (except for certain special purpose subsidiaries that only guarantee and pledge their assets under the asset-based revolving credit facility). Such subsidiary guarantors are collectively referred to herein as the subsidiary guarantors, and such subsidiary guarantees are collectively referred to herein as the subsidiary guarantees. Each subsidiary guarantee ranks senior in right of payment to all existing and future subordinated indebtedness of the subsidiary guarantor; ranks equally in right of payment with all existing and future senior indebtedness of the subsidiary guarantor; is effectively senior in right of payment to the guarantees of the Company's second lien notes to the extent of the subsidiary guarantor's collateral securing such indebtedness; is effectively equal in right of payment with the guarantees of the cash flow credit facility and the existing first lien notes to the extent of the subsidiary guarantor's collateral securing such indebtedness; is effectively subordinated in right of payment to the guarantees of the asset-based revolving credit facility to the extent of the subsidiary guarantor's collateral securing such indebtedness; and is effectively subordinated in right of payment to all existing and future indebtedness and other liabilities of any subsidiary of a subsidiary guarantor that is not also a guarantor of

**Table of Contents**

the Notes. Any subsidiary guarantee of the Notes will be released in the event such subsidiary guarantee is released under the senior secured credit facilities.

**Security**

Pursuant to a Security Agreement and a Pledge Agreement, each dated as of November 17, 2006, and amended and restated as of March 2, 2009, among the Company, the subsidiary guarantors and Bank of America, N.A., as collateral agent (to which the Notes and guarantees became subject as of August 11, 2009), the Notes and guarantees are secured by first-priority liens, subject to permitted liens, on certain of the assets of the Company and the subsidiary guarantors that secure the cash flow credit facility and the existing first lien notes on a first-priority basis, including substantially all the capital stock of any wholly owned first-tier subsidiary of HCA Inc. or of any subsidiary guarantor of the Notes (but limited to 65% of the voting stock of any such wholly owned first-tier subsidiary that is a foreign subsidiary), and substantially all tangible and intangible assets of the Company and each subsidiary guarantor, other than (1) other properties that do not secure the Company's senior secured credit facilities, (2) deposit accounts, other bank or securities accounts and cash, (3) leaseholds and motor vehicles, (4) certain European collateral and (5) certain receivables collateral that only secures the asset-based revolving credit facility, in each case subject to exceptions, and except that the lien on properties defined as principal properties under the Company's existing indenture dated as of December 16, 1993, so long as such indenture remains in effect, is limited to securing a portion of the indebtedness under the Notes, the cash flow credit facility and the existing first lien notes that, in the aggregate, does not exceed 10% of the Company's consolidated net tangible assets.

The Notes and subsidiary guarantees also are secured by second-priority liens, subject to permitted liens, on certain receivables of the Company and the subsidiary guarantors that secure the asset-based revolving credit facility on a first priority basis.

**Optional Redemption**

At any time prior to August 15, 2014, the Company may redeem all or a part of the Notes at a redemption price equal to 100% of the principal amount of the Notes redeemed plus the greater of (1) 1.0% of the principal amount of the Notes and (2) the excess, if any, of (a) the present value at such redemption date of (i) the redemption price of such note at August 15, 2014 (as set forth in the table appearing below), plus (ii) all required interest payments due on the Notes through August 15, 2014 (excluding accrued but unpaid interest to the redemption date), computed using a discount rate equal to the treasury rate as of such redemption date plus 50 basis points; over (b) the then outstanding principal amount of the Notes (as of, and plus accrued and unpaid interest and additional interest, if any, to, the date of redemption), subject to the rights of holders of the Notes on the relevant record date to receive interest due on the relevant interest payment date.

On and after August 15, 2014, the Company may redeem the Notes at the redemption prices (expressed as percentages of principal amount of the Notes to be redeemed) set forth below, plus accrued and unpaid interest thereon and additional interest, if any, to the applicable redemption date, subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date, if redeemed during the twelve-month period beginning on August 15 of each of the years indicated below:

<b>Year</b>	<b>Percentage</b>
2014	103.938%
2015	102.625%
2016	101.313%
2017 and thereafter	100.000%

In addition, until August 15, 2012, the Company may, at its option, on one or more occasions redeem up to 35% of the aggregate principal amount of the Notes at a redemption price equal to 107.875% of the aggregate principal amount thereof, plus accrued and unpaid interest thereon and additional interest, if any, to the applicable redemption date, subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date, with the net cash proceeds of one or more equity offerings; *provided* that at least 50% of the sum of the original aggregate principal amount of notes issued under the Indenture and the original



## **Table of Contents**

principal amount of any additional notes that are notes issued under the Indenture after the issue date remains outstanding immediately after the occurrence of each such redemption; *provided further* that each such redemption occurs within 90 days of the date of closing of each such equity offering.

### ***Change of Control***

Upon the occurrence of a change of control, which is defined in the Indenture, each holder of the Notes has the right to require the Company to repurchase some or all of such holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest, if any, to the repurchase date.

### ***Covenants***

The Indenture contains covenants limiting, among other things, the Company's ability and the ability of its restricted subsidiaries to (subject to certain exceptions):

incur additional debt or issue certain preferred shares;

pay dividends on or make other distributions in respect of the Company's capital stock or make other restricted payments;

make certain investments;

prepay existing unsecured notes existing on November 17, 2006 (the Existing Notes), other than Existing Notes maturing on or prior to December 31, 2011 or, in the event of satisfaction of a maximum consolidated secured debt ratio and a maximum consolidated leverage ratio, Existing Notes maturing on or prior to the maturity date of the Notes;

sell certain assets;

create liens on certain assets to secure debt;

consolidate, merge, sell or otherwise dispose of all or substantially all of the Company's assets;

enter into certain transactions with the Company's affiliates; and

designate the Company's subsidiaries as unrestricted subsidiaries.

### ***Events of Default***

The Indenture also provides for events of default which, if any of them occurs, would permit or require the principal of and accrued interest on the Notes to become or to be declared due and payable.

### ***Intercreditor Arrangements***

#### ***First Lien Intercreditor Agreement***

Bank of America, N.A., as collateral agent for the holders of the Notes, the existing first lien notes and obligations under the cash flow credit facility (the First Lien Collateral Agent), Bank of America, N.A., as authorized representative of the lenders under the cash flow credit facility (the Administrative Agent), and Law Debenture Trust Company of New York, as authorized representative of the holders of the existing first lien notes, entered into a First Lien Intercreditor Agreement, dated as of April 22, 2009, with respect to the collateral (the Collateral) that secures the cash flow credit facility, the existing first lien notes and the Notes and may secure additional first lien obligations (Additional First Lien Obligations) permitted to be incurred under the Company's debt instruments and designated as additional first lien obligations for purposes of the First Lien Intercreditor Agreement, the Security Agreement and the Pledge Agreement. The Notes and guarantees became subject to the



**Table of Contents**

First Lien Intercreditor Agreement as of August 11, 2009. Under the First Lien Intercreditor Agreement, any actions that may be taken with respect to the Collateral, including the ability to cause the commencement of enforcement proceedings against the Collateral, to control such proceedings and to approve amendments to releases of the Collateral from the lien of, and waive past defaults under, the security documents relating to the Collateral, will be at the direction of the Administrative Agent until (1) the Company's obligations under the cash flow credit facility are discharged (which discharge does not include certain refinancings of the cash flow credit facility) or (2) 90 days after the occurrence of an event of default under the series of first lien obligations that constitutes the largest outstanding principal amount of any then outstanding series of first lien obligations subject to the First Lien Intercreditor Agreement (other than the cash flow credit facility), if the authorized representative of that series of first lien obligations complies with the applicable notice provisions. Such authorized representative's right to control actions with respect to the Collateral in the circumstances described in clause (2), however, will revert to the Administrative Agent if the Administrative Agent has commenced and is diligently pursuing enforcement action with respect to the Collateral or if the grantor of the security interest in the Collateral (whether the Company or the applicable subsidiary guarantor) is then a debtor under or with respect to (or otherwise subject to) an insolvency or liquidation proceeding.

With respect to bankruptcy, under the First Lien Intercreditor Agreement, the holders of the Notes may not object following the filing of a bankruptcy petition to any debtor in possession financing or to the use of the Collateral to secure that financing, subject to conditions and limited exceptions. Finally, the Collateral is also subject to any and all exceptions, defects, encumbrances, liens and other imperfections as may be accepted by the Administrative Agent during any period that the Administrative Agent controls actions with respect to the Collateral pursuant to the First Lien Intercreditor Agreement.

If an event of default under the Indenture, the cash flow credit facility, the indenture governing the existing first lien notes or any Additional First Lien Obligation has occurred and is continuing and the First Lien Collateral Agent is taking action to enforce rights in respect of the Collateral, or any distribution is made with respect to the Collateral in any bankruptcy case of the Company or any subsidiary guarantor, the proceeds of any sale, collection or other liquidation of any such Collateral and proceeds of any such distribution (subject to limited exceptions) to which the holders of the Notes, the lenders under the cash flow credit facility, the holders of the existing first lien notes and the holders of any Additional First Lien Obligations are entitled under any other intercreditor agreement will be applied among those obligations to the payment in full of the obligations on a ratable basis, after payment of all amounts owing to the First Lien Collateral Agent.

*Additional General Intercreditor Agreement*

In addition, the First Lien Collateral Agent, The Bank of New York Mellon, as collateral agent (the Junior Lien Collateral Agent) for the holders of the notes (the Second Lien Notes) secured by liens on the Collateral on a second-priority basis (or a third-priority basis with respect to certain receivables collateral) and the trustees under the indentures (the Second Lien Indentures) governing the Second Lien Notes, entered into an Additional General Intercreditor Agreement, dated as of August 11, 2009, by which the Notes are given the same ranking and rights with respect to the Collateral as provided to the cash flow credit facility under the General Intercreditor Agreement, dated as of November 17, 2006, by and among the First Lien Collateral Agent and the Junior Lien Collateral Agent. Pursuant to the terms of the Additional General Intercreditor Agreement and subject to the First Lien Intercreditor Agreement, prior to the discharge of the obligations secured by the Collateral on a first-priority basis, the First Lien Collateral Agent will determine the time and method by which the security interests in the Collateral will be enforced and will have the sole and exclusive right to manage, perform and enforce the terms of the security documents relating to the Collateral and to exercise and enforce all privileges, rights and remedies thereunder according to its direction, including to take or retake control or possession of such Collateral and to hold, prepare for sale, marshal, process, sell, lease, dispose of or liquidate such Collateral, including, without limitation, following the occurrence of a default or event of default under the Indenture. The Junior Lien Collateral Agent is not permitted to enforce the security interests even if an event of default under a Second Lien Indenture has occurred and the Second Lien Notes issued thereunder have been accelerated, with limited exceptions.

**Table of Contents**

*Additional Receivables Intercreditor Agreement*

Finally, the First Lien Collateral Agent and Bank of America, N.A., as collateral agent (the ABL Collateral Agent ) in connection with the asset-based revolving facility, entered into an Additional Receivables Intercreditor Agreement, dated as of August 11, 2009, by which the Notes are given the same ranking, rights and obligations with respect to certain receivables collateral (the receivables Collateral ) that secures the asset-based revolving credit facility on a first-priority basis and the Notes, cash flow credit facility and the existing first lien notes on a second-priority basis as provided to the cash flow credit facility under the Receivables Intercreditor Agreement dated as of November 17, 2006 by and among the Junior Lien Collateral Agent, the First Lien Collateral Agent and the ABL Collateral Agent. The Additional Receivables Intercreditor Agreement provides for first-priority liens in the receivables Collateral in favor of the secured parties under the asset-based revolving credit facility and junior priority liens in the receivables Collateral in favor of the holders of the Notes, subject to permitted liens. The relative rights, privileges and obligations with respect to the receivables Collateral of the ABL Collateral Agent, on the one hand, and the First Lien Collateral Agent, on the other, are substantially similar to the relative rights, privileges and obligations with respect to the Collateral of the First Lien Collateral Agent, on the one hand, and the Junior Lien Collateral Agent, on the other, except to the extent customary or necessary with respect to collateral of the type that constitutes receivables Collateral.

**Section 2 Financial Information**

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth in Item 1.01 is incorporated by reference into this Item 2.03.

**Table of Contents**

**Item 9.01. Financial Statements and Exhibits.**

(d) *Exhibits.*

<b>Exhibit Number</b>	<b>Exhibit</b>
Exhibit 4.1	Indenture, dated as of August 11, 2009, among HCA Inc., the guarantors party thereto, Deutsche Bank Trust Company Americas, as paying agent, registrar and transfer agent, and Law Debenture Trust Company of New York, as trustee.
Exhibit 4.2	Security Agreement, dated as of November 17, 2006, and amended and restated as of March 2, 2009, among HCA Inc., the subsidiary grantors party thereto and Bank of America, N.A. as collateral agent (filed as Exhibit 4.10 to the Company's Annual Report on Form 10-K filed on March 4, 2009, and incorporated herein by reference).
Exhibit 4.3	Pledge Agreement, dated as of November 17, 2006, and amended and restated as of March 2, 2009, among HCA Inc., the subsidiary pledgors party thereto and Bank of America, N.A. as collateral agent (filed as Exhibit 4.11 to the Company's Annual Report on Form 10-K filed on March 4, 2009, and incorporated herein by reference).
Exhibit 4.4	Form of 7 <sup>7</sup> / <sub>8</sub> % Senior Secured Notes due 2020 (included in Exhibit 4.1).
Exhibit 4.5	First Lien Intercreditor Agreement, dated as of April 22, 2009, among Bank of America, N.A., as collateral agent, Bank of America, N.A. as authorized representative under the cash flow credit facility, and Law Debenture Trust Company of New York, as authorized representative for the holders of the existing first lien notes (filed as Exhibit 4.5 to the Company's Current Report on Form 8-K filed on April 28, 2009, and incorporated herein by reference).
Exhibit 4.6	Additional General Intercreditor Agreement, dated as of August 11, 2009, by and among Bank of America, N.A., in its capacity as First Lien Collateral Agent, The Bank of New York Mellon, in its capacity as Junior Lien Collateral Agent and in its capacity as trustee for the Second Lien Notes issued on November 17, 2006, and The Bank of New York Mellon Trust Company, N.A., in its capacity as trustee for the Second Lien Notes issued on February 19, 2009.
Exhibit 4.7	Additional Receivables Intercreditor Agreement, dated as of August 11, 2009, by and between Bank of America, N.A., as ABL Collateral Agent, and Bank of America, N.A., as New First Lien Collateral Agent.

**Table of Contents**

SIGNATURES

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 INC.  
(Registrant)

By: /s/ David G. Anderson  
David G. Anderson  
Senior Vice President - Finance and  
Treasurer

Date: August 17, 2009

7

---

**Table of Contents**

**INDEX TO EXHIBITS**

<b>Exhibit Number</b>	<b>Exhibit</b>
Exhibit 4.1	Indenture, dated as of August 11, 2009, among HCA Inc., the guarantors party thereto, Deutsche Bank Trust Company Americas, as paying agent, registrar and transfer agent, and Law Debenture Trust Company of New York, as trustee.
Exhibit 4.2	Security Agreement, dated as of November 17, 2006, and amended and restated as of March 2, 2009, among HCA Inc., the subsidiary grantors party thereto and Bank of America, N.A. as collateral agent (filed as Exhibit 4.10 to the Company's Annual Report on Form 10-K filed on March 4, 2009, and incorporated herein by reference).
Exhibit 4.3	Pledge Agreement, dated as of November 17, 2006, and amended and restated as of March 2, 2009, among HCA Inc., the subsidiary pledgors party thereto and Bank of America, N.A. as collateral agent (filed as Exhibit 4.11 to the Company's Annual Report on Form 10-K filed on March 4, 2009, and incorporated herein by reference).
Exhibit 4.4	Form of 7 <sup>7</sup> / <sub>8</sub> % Senior Secured Notes due 2020 (included in Exhibit 4.1).
Exhibit 4.5	First Lien Intercreditor Agreement, dated as of April 22, 2009, among Bank of America, N.A., as collateral agent, Bank of America, N.A. as authorized representative under the cash flow credit facility, and Law Debenture Trust Company of New York, as authorized representative for the holders of the existing first lien notes (filed as Exhibit 4.5 to the Company's Current Report on Form 8-K filed on April 28, 2009, and incorporated herein by reference).
Exhibit 4.6	Additional General Intercreditor Agreement, dated as of August 11, 2009, by and among Bank of America, N.A., in its capacity as First Lien Collateral Agent, The Bank of New York Mellon, in its capacity as Junior Lien Collateral Agent and in its capacity as trustee for the Second Lien Notes issued on November 17, 2006, and The Bank of New York Mellon Trust Company, N.A., in its capacity as trustee for the Second Lien Notes issued on February 19, 2009.
Exhibit 4.7	Additional Receivables Intercreditor Agreement, dated as of August 11, 2009, by and between Bank of America, N.A., as ABL Collateral Agent, and Bank of America, N.A., as New First Lien Collateral Agent.

Table of Contents

**EXHIBIT 4.1**

INDENTURE  
Dated as of August 11, 2009  
Among  
HCA INC.,  
THE GUARANTORS NAMED ON SCHEDULE I HERETO,  
LAW DEBENTURE TRUST COMPANY OF NEW YORK,  
as Trustee,  
and  
DEUTSCHE BANK TRUST COMPANY AMERICAS,  
as Paying Agent, Registrar and Transfer Agent  
7<sup>7</sup>/<sub>8</sub>% SENIOR SECURED NOTES DUE 2020

---

**Table of Contents**

## CROSS-REFERENCE TABLE\*

Trust Indenture Act Section	Indenture Section
310(a)(1)	7.10
(a)(2)	7.10
(a)(3)	N.A.
(a)(4)	N.A.
(a)(5)	7.10
(b)	7.10
(c)	N.A.
311(a)	7.11
(b)	7.11
(c)	N.A.
312(a)	2.05
(b)	14.03
(c)	14.03
313(a)	7.06
(b)(1)	N.A.
(b)(2)	7.06; 7.07
(c)	7.06; 14.02
(d)	7.06; 14.02
	4.03; 14.02;
314(a)	14.05
(b)	11.05
(c)(1)	14.04
(c)(2)	14.04
(c)(3)	N.A.
(d)	11.05
(e)	14.05
(f)	N.A.
315(a)	7.01
(b)	7.05; 14.02.
(c)	7.01
(d)	7.01
(e)	6.14
316(a)(last sentence)	2.09
(a)(1)(A)	6.05
(a)(1)(B)	6.04
(a)(2)	N.A.
(b)	6.07
(c)	2.12; 9.04
317(a)(1)	6.08
(a)(2)	6.12
(b)	2.04
318(a)	14.01
(b)	N.A.
(c)	14.01

N.A. means not applicable.

\* This Cross-Reference Table is not part of the Indenture.

---



**Table of Contents**

## TABLE OF CONTENTS

	Page
ARTICLE 1	
DEFINITIONS AND INCORPORATION BY REFERENCE	
Section 1.01 Definitions	1
Section 1.02 Other Definitions	36
Section 1.03 Incorporation by Reference of Trust Indenture Act	37
Section 1.04 Rules of Construction.	38
Section 1.05 Acts of Holders	38
ARTICLE 2	
THE NOTES	
Section 2.01 Form and Dating; Terms	40
Section 2.02 Execution and Authentication	41
Section 2.03 Registrar and Paying Agent	41
Section 2.04 Paying Agent to Hold Money in Trust	42
Section 2.05 Holder Lists	42
Section 2.06 Transfer and Exchange	42
Section 2.07 Replacement Notes	55
Section 2.08 Outstanding Notes	55
Section 2.09 Treasury Notes	56
Section 2.10 Temporary Notes	56
Section 2.11 Cancellation	56
Section 2.12 Defaulted Interest	56
Section 2.13 CUSIP and ISIN Numbers	57
ARTICLE 3	
REDEMPTION	
Section 3.01 Notices to Trustee	57
Section 3.02 Selection of Notes to Be Redeemed or Purchased	57
Section 3.03 Notice of Redemption	58
Section 3.04 Effect of Notice of Redemption	59
Section 3.05 Deposit of Redemption or Purchase Price	59
Section 3.06 Notes Redeemed or Purchased in Part	59
Section 3.07 Optional Redemption	60
Section 3.08 Mandatory Redemption	61
Section 3.09 Asset Sales of Collateral	61
Section 3.10 Asset Sales	63

**Table of Contents**

	Page
ARTICLE 4	
COVENANTS	
Section 4.01 Payment of Notes	64
Section 4.02 Maintenance of Office or Agency	65
Section 4.03 Reports and Other Information	65
Section 4.04 Compliance Certificate	66
Section 4.05 Taxes	67
Section 4.06 Stay, Extension and Usury Laws	67
Section 4.07 Limitation on Restricted Payments	67
Section 4.08 Limitation on Prepayment or Modification of Existing Notes	74
Section 4.09 Dividend and Other Payment Restrictions Affecting Restricted Subsidiaries	74
Section 4.10 Limitation on Incurrence of Indebtedness and Issuance of Disqualified Stock and Preferred Stock	76
Section 4.11 Asset Sales	81
Section 4.12 Transactions with Affiliates	84
Section 4.13 Liens	86
Section 4.14 Corporate Existence	87
Section 4.15 Offer to Repurchase upon Change of Control	87
Section 4.16 Limitation on Guarantees of Indebtedness by Restricted Subsidiaries	89
Section 4.17 Discharge and Suspension of Covenants	89
Section 4.18 After-Acquired Collateral	90
ARTICLE 5	
SUCCESSORS	
Section 5.01 Merger, Consolidation or Sale of All or Substantially All Assets	91
Section 5.02 Successor Corporation Substituted	93
ARTICLE 6	
DEFAULTS AND REMEDIES	
Section 6.01 Events of Default	93
Section 6.02 Acceleration	95
Section 6.03 Other Remedies	96
Section 6.04 Waiver of Past Defaults	96
Section 6.05 Control by Majority	96
Section 6.06 Limitation on Suits	96
Section 6.07 Rights of Holders of Notes to Receive Payment	97
Section 6.08 Collection Suit by Trustee	97
Section 6.09 Restoration of Rights and Remedies	97
Section 6.10 Rights and Remedies Cumulative	97

Section 6.11 Delay or Omission Not Waiver	97
Section 6.12 Trustee May File Proofs of Claim	98
Section 6.13 Priorities	98
Section 6.14 Undertaking for Costs	99

**Table of Contents**

	Page
ARTICLE 7	
TRUSTEE	
Section 7.01 Duties of Trustee	99
Section 7.02 Rights of Trustee	100
Section 7.03 Individual Rights of Trustee	101
Section 7.04 Trustee s Disclaimer	101
Section 7.05 Notice of Defaults	101
Section 7.06 Reports by Trustee to Holders of the Notes	101
Section 7.07 Compensation and Indemnity	102
Section 7.08 Replacement of Trustee	102
Section 7.09 Successor Trustee by Merger, etc	103
Section 7.10 Eligibility; Disqualification	103
Section 7.11 Preferential Collection of Claims Against Issuer	104
ARTICLE 8	
LEGAL DEFEASANCE AND COVENANT DEFEASANCE	
Section 8.01 Option to Effect Legal Defeasance or Covenant Defeasance	104
Section 8.02 Legal Defeasance and Discharge	104
Section 8.03 Covenant Defeasance	105
Section 8.04 Conditions to Legal or Covenant Defeasance	105
Section 8.05 Deposited Money and Government Securities to Be Held in Trust; Other Miscellaneous Provisions	106
Section 8.06 Repayment to Issuer	107
Section 8.07 Reinstatement	107
ARTICLE 9	
AMENDMENT, SUPPLEMENT AND WAIVER	
Section 9.01 Without Consent of Holders of Notes	107
Section 9.02 With Consent of Holders of Notes	109
Section 9.03 Compliance with Trust Indenture Act	110
Section 9.04 Revocation and Effect of Consents	111
Section 9.05 Notation on or Exchange of Notes	111
Section 9.06 Trustee to Sign Amendments, etc	111
Section 9.07 Payment for Consent	111
ARTICLE 10	
RANKING OF NOTE LIENS	
Section 10.01 Relative Rights	112
Table of Contents	20



**Table of Contents**

	Page
ARTICLE 11	
COLLATERAL	
Section 11.01 Security Documents	113
Section 11.02 First Lien Collateral Agent	113
Section 11.03 Authorization of Actions to Be Taken	114
Section 11.04 Release of Collateral	115
Section 11.05 Filing, Recording and Opinions	116
Section 11.06 Powers Exercisable by Receiver or Trustee	116
Section 11.07 Release upon Termination of the Issuer's Obligations	116
Section 11.08 Designations	117
ARTICLE 12	
GUARANTEES	
Section 12.01 Guarantee	117
Section 12.02 Limitation on Guarantor Liability	119
Section 12.03 Execution and Delivery	119
Section 12.04 Subrogation	119
Section 12.05 Benefits Acknowledged	120
Section 12.06 Release of Guarantees	120
ARTICLE 13	
SATISFACTION AND DISCHARGE	
Section 13.01 Satisfaction and Discharge	120
Section 13.02 Application of Trust Money	121
ARTICLE 14	
MISCELLANEOUS	
Section 14.01 Trust Indenture Act Controls	122
Section 14.02 Notices	122
Section 14.03 Communication by Holders of Notes with Other Holders of Notes	123
Section 14.04 Certificate and Opinion as to Conditions Precedent	123
Section 14.05 Statements Required in Certificate or Opinion	123
Section 14.06 Rules by Trustee and Agents	124
Section 14.07 No Personal Liability of Directors, Officers, Employees and Stockholders	124
Section 14.08 Governing Law	124
Section 14.09 Waiver of Jury Trial	124
Section 14.10 Force Majeure	124

Section 14.11 No Adverse Interpretation of Other Agreements	124
Section 14.12 Successors	125
Section 14.13 Severability	125
Section 14.14 Counterpart Originals	125
Section 14.15 Table of Contents, Headings, etc	125

**Table of Contents**

	Page
Section 14.16 Qualification of Indenture	125
Section 14.17 USA Patriot Act	125

SCHEDULES

Schedule I      Guarantors

EXHIBITS

Exhibit A      Form of Note  
Exhibit B      Form of Certificate of Transfer  
Exhibit C      Form of Certificate of Exchange  
Exhibit D      Form of Supplemental Indenture to Be Delivered by Subsequent Guarantors

-v-

---



**Table of Contents**

INDENTURE, dated as of August 11, 2009, among HCA Inc., a Delaware corporation (the Issuer ), the Guarantors (as defined herein) listed on the signature pages hereto, Law Debenture Trust Company of New York, as Trustee, and Deutsche Bank Trust Company Americas, as Paying Agent, Registrar and Transfer Agent.

**W I T N E S S E T H**

WHEREAS, the Issuer has duly authorized the creation of an issue of \$1,250,000,000 aggregate principal amount of 7<sup>7</sup>/<sub>8</sub>% Senior Secured Notes due 2020 (the Initial Notes ); and

WHEREAS, the Issuer and each of the Guarantors has duly authorized the execution and delivery of this Indenture.

NOW, THEREFORE, the Issuer, the Guarantors, the Trustee and the Paying Agent, Registrar and Transfer Agent agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the Notes.

**ARTICLE 1**

**DEFINITIONS AND INCORPORATION BY REFERENCE**

**Section 1.01 Definitions.**

144A Global Note means a Global Note substantially in the form of Exhibit A attached hereto, as the case may be, bearing the Global Note Legend and the Private Placement Legend and deposited with or on behalf of, and registered in the name of, the Depository or its nominee that will be issued in a denomination equal to the outstanding principal amount of the Notes sold in reliance on Rule 144A.

2006 Second Priority Notes means the \$1,000,000,000 aggregate principal amount of ~~7~~<sup>7</sup>/<sub>8</sub>% Senior Secured Notes due 2014, the \$3,200,000,000 aggregate principal amount of 9<sup>1</sup>/<sub>4</sub>% Senior Secured Notes due 2016 and the \$1,500,000,000 9<sup>5</sup>/<sub>8</sub>%/10<sup>3</sup>/<sub>8</sub>% Senior Secured Toggle Notes due 2016, each issued by the Issuer under the 2006 Second Priority Notes Indenture.

2006 Second Priority Notes Indenture means that certain Indenture, dated as of November 17, 2006, among the Issuer, the guarantors named on Schedule I thereto and The Bank of New York Mellon, as trustee.

2009 Second Priority Notes means the \$310,000,000 aggregate principal amount of ~~7~~<sup>7</sup>/<sub>8</sub>% Senior Secured Notes due 2017, issued by the Issuer under the 2009 Second Priority Notes Indenture.

2009 Second Priority Notes Indenture means that certain Indenture, dated as of February 19, 2009, among the Issuer, the guarantors named on Schedule I thereto, The Bank of New York Mellon Trust Company, N.A., as trustee, and The Bank of New York Mellon, as collateral agent.

ABL Collateral Agent means Bank of America, N.A., in its capacity as administrative agent and collateral agent for the lenders and other secured parties under the ABL Facility and the credit, guarantee and security documents governing the ABL Obligations, together with its successors and permitted assigns under the ABL Facility exercising substantially the same rights and powers; and in each case provided that if such ABL Collateral Agent is not Bank of America, N.A., such ABL Collateral

---

**Table of Contents**

Agent shall have become a party to the Shared Receivables Intercreditor Agreement and the other applicable Shared Receivables Security Documents.

ABL Facility means the Amended and Restated Asset-Based Revolving Credit Agreement, dated as of June 20, 2007, by and among the Issuer, the lenders party thereto in their capacities as lenders thereunder and Bank of America, N.A., as Administrative Agent, as amended as of March 2, 2009, including any guarantees, collateral documents, instruments and agreements executed in connection therewith, and any amendments, supplements, modifications, extensions, renewals, restatements, refundings or refinancings thereof and any indentures or credit facilities or commercial paper facilities with banks or other institutional lenders or investors that replace, refund or refinance any part of the loans, notes, other credit facilities or commitments thereunder, including any such replacement, refunding or refinancing facility or indenture that increases the amount borrowable thereunder or alters the maturity thereof (provided that such increase in borrowings is permitted under Section 4.10 hereof).

ABL Facility Cap means an amount equal to the greater of (x) \$2,000.0 million and (y) 75% of the consolidated accounts receivable of the Issuer and its subsidiaries determined in accordance with GAAP.

ABL Financing Entity means the Issuer and certain of its subsidiaries from time to time named as borrowers or guarantors under the ABL Facility.

ABL Obligations means Obligations under the ABL Facility.

ABL Secured Parties means each of (i) the ABL Collateral Agent on behalf of itself and the lenders under the ABL Facility and lenders or their affiliates counterparty to related Hedging Obligations and (ii) each other holder of ABL Obligations.

Acquired Indebtedness means, with respect to any specified Person,

(1) Indebtedness of any other Person existing at the time such other Person is merged with or into or became a Restricted Subsidiary of such specified Person, including Indebtedness incurred in connection with, or in contemplation of, such other Person merging with or into or becoming a Restricted Subsidiary of such specified Person, and

(2) Indebtedness secured by a Lien encumbering any asset acquired by such specified Person.

Additional First Lien Obligations has the meaning given to such term by the Security Agreement and includes the Notes Obligations.

Additional First Lien Secured Party means the holders of any Additional First Lien Obligations, including the Holders, and any Authorized Representative with respect thereto, including the Trustee, and the Paying Agent, Registrar and Transfer Agent.

Additional First Lien Secured Party Consent means the Additional First Lien Secured Party Consent in the form attached as an exhibit to the Security Agreement, dated as of the Issue Date, and executed by the Trustee, as Authorized Representative of the Holders, the First Lien Collateral Agent, the Issuer and the grantors party thereto.

Additional General Intercreditor Agreement means the Additional General Intercreditor Agreement, dated as of August 11, 2009, among the First Lien Collateral Agent, the Junior Lien Collat-

**Table of Contents**

eral Agent, and the trustees under the Existing Second Priority Notes Indentures, and consented to by the Issuer and the Guarantors, as the same may be amended, restated or modified from time to time.

Additional Interest means all additional interest then owing pursuant to the Registration Rights Agreement.

Additional Notes means additional Notes (other than the Initial Notes and other than Exchange Notes for such Initial Notes) issued from time to time under this Indenture in accordance with Sections 2.01 and 4.10 hereof.

Additional Receivables Intercreditor Agreement means the Additional Receivables Intercreditor Agreement, dated as of August 11, 2009, between the ABL Collateral Agent and the First Lien Collateral Agent, and consented to by the Issuer and the Guarantors, as the same may be amended, restated or modified from time to time.

Affiliate of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, control (including, with correlative meanings, the terms controlling, controlled by and under common control with ), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, whether through the ownership of voting securities, by agreement or otherwise.

Affiliate Legend means the legend set forth in Section 2.06(g)(iii) hereof to be placed on all Special 144A Global Notes in accordance with Section 2.06(k) hereof.

Agent means any Registrar or Paying Agent.

Applicable Premium means, with respect to any Note on any Redemption Date, the greater of:

- (1) 1.0% of the principal amount of such Note; and
- (2) the excess, if any, of (a) the present value at such Redemption Date of (i) the redemption price of such Note at August 15, 2014 (such redemption price being set forth in the table appearing under Section 3.07(c) hereof), *plus* (ii) all required interest payments due on such Note through August 15, 2014 (excluding accrued but unpaid interest to the Redemption Date), computed using a discount rate equal to the Treasury Rate as of such Redemption Date plus 50 basis points; over (b) the principal amount of such Note.

Applicable Procedures means, with respect to any transfer or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depository, Euroclear and/or Clearstream that apply to such transfer or exchange.

Asset Sale means:

- (1) the sale, conveyance, transfer or other disposition, whether in a single transaction or a series of related transactions, of property or assets (including by way of a Sale and Lease-Back Transaction) of the Issuer or any of its Restricted Subsidiaries (each referred to in this definition as a disposition ); or

**Table of Contents**

(2) the issuance or sale of Equity Interests of any Restricted Subsidiary, whether in a single transaction or a series of related transactions (other than Preferred Stock of Restricted Subsidiaries issued in compliance with Section 4.10 hereof);

in each case, other than:

(a) any disposition of Cash Equivalents or Investment Grade Securities or obsolete or worn out equipment in the ordinary course of business or any disposition of inventory or goods (or other assets) held for sale in the ordinary course of business;

(b) the disposition of all or substantially all of the assets of the Issuer in a manner permitted pursuant to the provisions of Section 5.01 hereof or any disposition that constitutes a Change of Control pursuant to this Indenture;

(c) the making of any Restricted Payment or Permitted Investment that is permitted to be made, and is made, under Section 4.07 hereof;

(d) any disposition of assets or issuance or sale of Equity Interests of any Restricted Subsidiary in any transaction or series of related transactions with an aggregate fair market value of less than \$100.0 million;

(e) any disposition of property or assets or issuance of securities by a Restricted Subsidiary of the Issuer to the Issuer or by the Issuer or a Restricted Subsidiary of the Issuer to another Restricted Subsidiary of the Issuer;