

AMENDMENT TO QUALITY AND CHARITY CARE TRUST AGREEMENT

This Amendment to the **Quality and Charity Care Trust Agreement** is entered into as of the 1st day of January, 1994 by and among **Jefferson County, Kentucky**, acting by and through its County Judge Executive; the **City of Louisville, Kentucky**, acting by and through its Mayor; the **University of Louisville**, acting by and through its Board of Trustees; the **Commonwealth of Kentucky**, acting by and through its appropriate official; and **Galen of Virginia, Inc.**, a Virginia corporation, f/k/a Humana of Virginia, Inc. (hereinafter "**Corporation**"), and **Columbia/HCA Healthcare Corporation**, a Delaware corporation.

WHEREAS, the parties entered into that certain Quality and Charity Care Trust Agreement dated January 27, 1983 (hereinafter "**Quality and Charity Care Trust Agreement**") for the purposes set forth therein; and

WHEREAS, the parties desire to modify the Quality and Charity Care Trust Agreement.

THEREFORE, the parties hereto, in furtherance of the purpose of the Quality and Charity Care Trust Agreement and for other good and valuable consideration as set forth in certain related agreements consisting of the Hospital Concentrated Care Building Lease, the Affiliation Agreement, the Ambulatory Care Building Lease, the Institutional Services Center/Lampton Building Lease, the Parking Structure Lease, and the Guaranty, and the amendments thereto executed this date (hereinafter "**Related Agreements**") agree as follows.

1. Section 1 entitled "**Term**" is deleted in its entirety and the following new Section 1 is substituted in its place:

1. **TERM**. The Term of this Agreement shall be for a term equal to the term of the Hospital Concentrated Care Building Lease as amended of even date herewith. This Agreement shall terminate at such earlier time as any of the Related Agreements terminate.

2. Subsection 2.C. is deleted in its entirety and the following new subsection 2.C. is substituted in its place:

C. "**BILLED CHARGES**" for Hospital Care furnished by Corporation shall mean fifty-eight percent (58%) of its usual and customary charges established by Corporation from time to time for Hospital Care, and for Hospital Care of a type not provided by the Corporation and furnished by any entity other than Corporation or its Affiliates shall mean one hundred percent (100%) of the charges made by such entity to

Corporation. If, however, Corporation increases its usual and customary charges after January 1, 1994 by a percentage in excess of the percentage increase in the Consumer Price Index - Medical Care Component (hereinafter "**Allowed Increase**") from January 1, 1994, as published by the Bureau of Labor Statistics of the United States Department of Labor, Billed Charges shall be reduced to a percentage that equates to fifty-eight percent (58%) of usual and customary charges as of January 1, 1994, multiplied times one plus the Allowed Increase converted to a fraction.

3. Subsection 2.G. is deleted in its entirety and the following new subsection 2.G. is substituted in its place effective on the date of the closing of the transfer of the assets of the Brown Cancer Center from the University of Louisville to Corporation:

G. "HOSPITAL" shall mean University of Louisville Hospital which shall include the Concentrated Care Building, the Ambulatory Care Building, the Brown Cancer Center, the Institutional Services Building and the Lampton Building which are located in Louisville, Kentucky, as those terms are defined in the Related Agreements among the Commonwealth of Kentucky, the University of Louisville and Corporation of even date herewith.

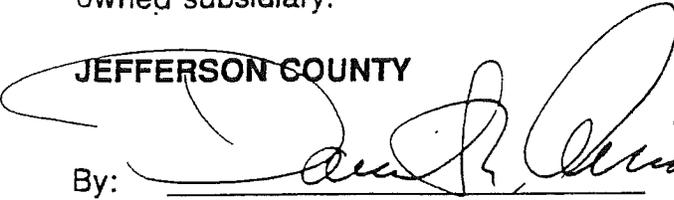
4. Subsection 2.H. is hereby amended to insert the words "by Corporation" after the word "offered" and prior to the words "at Hospital."

5. Section 5.A. entitled "**Trust's Obligations – Receipt, Investment and Disbursement**" is hereby amended by adding the following new subsection (3):

(3) Notwithstanding any provision of subsection (2) above, for all periods of time beginning January 1, 1994, or thereafter, any balance remaining in the Trust on June 30, 1994 and on June 30 of each succeeding four-year period thereafter, shall be returned to the Local Governments in the same proportion that the funding by each local government bore to the Total Government Funding during each such period, and the pro-rata share of the funding by the Commonwealth of Kentucky shall be disbursed to the University of Louisville to enhance the quality and support of its hospital-based programs.

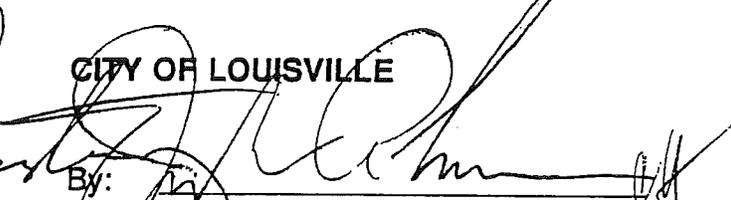
6. Columbia/HCA Healthcare Corporation joins herein for the sole purpose of consenting to this Amendment and guaranteeing the obligation of Corporation, its wholly-owned subsidiary.

JEFFERSON COUNTY

By: 

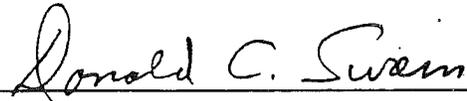
Its: County Judge/Executive

CITY OF LOUISVILLE

By: 

Its: Mayor

UNIVERSITY OF LOUISVILLE

By: 

Its: _____

COMMONWEALTH OF KENTUCKY

By: 
Governor

By: 
Secretary, Finance and
Administration Cabinet

GALEN OF VIRGINIA, INC.
(f/k/a Humana of Virginia, Inc.)

By: 

Its: Senior Vice President

COLUMBIA/HCA HEALTHCARE CORPORATION

By: 

Its: President, Kentucky Division