HCA INC/TN
Form DEFM14A
October 17, 2006

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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
SCHEDULE 14A
Proxy Statement Pursuant to Section 14(a) of the Securities
Exchange Act of 1934

Filed by the Registrant þ
Filed by a Party other than the Registrant o
Check the appropriate box:

o Preliminary Proxy Statement

o Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))

þ Definitive Proxy Statement

o Definitive Additional Materials

o Soliciting Material Pursuant to §240.14a-12

HCA INC.

(Name of Registrant as Specified In Its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

o No fee required.

o Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

(1) Title of each class of securities to which transaction applies:

Common stock, par value $.01 per share, of HCA Inc. and nonvoting common stock, par value $.01 per share, of HCA Inc. (collectively, the HCA Common Stock)

(2) Aggregate number of securities to which transaction applies:
409,547,671 shares of HCA Common Stock; 28,045,175 options to purchase HCA Common Stock; restricted share units with respect to 134,261 shares of HCA Common Stock; Warrants with respect to 16,910 shares of HCA Common Stock.

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (Set forth the amount on which the filing fee is calculated and state how it was determined):

The transaction value was determined based upon the sum of (a) $51.00 per share of 409,547,671 shares of HCA Common Stock, (b) $51.00 minus the weighted average exercise price of $39.40 per share of outstanding options to purchase 24,941,169 shares of HCA Common Stock, (c) $51.00 minus the weighted average exercise price of $20.34 per share of outstanding options to purchase 3,104,006 shares of HCA Common Stock, (d) $51.00 per share of restricted share units with respect to 134,261 shares of HCA Common Stock; and (e) $51.00 minus the exercise price of $2.29 per share of outstanding warrants to purchase 16,910 shares of HCA Common Stock.

(4) Proposed maximum aggregate value of transaction:

$21,279,088,602.46

(5) Total fee paid:

$2,276,862.48

þ Fee paid previously with preliminary materials.

o Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:

One Park Plaza
Nashville, Tennessee 37203

October 17, 2006

Dear Fellow Shareholder:

On July 24, 2006, HCA Inc., a Delaware corporation (HCA or the Company), entered into an Agreement and Plan of Merger (the merger agreement) with Hercules Holding II, LLC, a Delaware limited liability company (Parent), and Hercules Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent (Merger Sub). Parent is currently owned by private equity funds sponsored by Bain Capital Partners, LLC, Kohlberg Kravis Roberts & Co. L.P. and Merrill Lynch Global Partners, Inc. (d/b/a Merrill Lynch Global Private Equity). Under the terms of the merger agreement, Merger Sub will be merged with and into the Company, with the Company continuing as the surviving corporation (the merger). If the merger is completed, you will be entitled to receive $51.00 in cash for each share of HCA common stock that you own.

A special meeting of our shareholders will be held on Thursday, November 16, 2006, at 11:00 a.m., local time, to vote on a proposal to adopt the merger agreement so that the merger can occur. The special meeting will be held at HCA s executive offices located at One Park Plaza, Nashville, Tennessee 37203. Notice of the special meeting and the related proxy statement is enclosed.

The accompanying proxy statement gives you detailed information about the special meeting and the merger and includes the merger agreement as Annex A. The receipt of cash in exchange for shares of HCA common stock in the merger will constitute a taxable transaction to U.S. persons for U.S. federal income tax purposes. We encourage you to read the proxy statement and the merger agreement carefully.

Our board of directors has determined that the merger is advisable and that the terms of the merger are fair to and in the best interests of HCA and its shareholders (other than HCA founder and director Dr. Thomas F. Frist, Jr., members of Dr. Frist s family and his and their affiliates, affiliates of Parent and certain executive officers and other members of senior management of HCA who will invest in equity securities of the surviving corporation in connection with the merger as further described in the accompanying proxy statement), and approved the merger agreement and the transactions contemplated thereby, including the merger. This recommendation is based, in large part, upon the unanimous recommendation of the special committee of the board of directors consisting of five independent and disinterested directors.

Your vote is very important. We cannot complete the merger unless holders of a majority of all outstanding shares of HCA common stock entitled to vote on the matter vote to adopt the merger agreement. **Our board of directors recommends that you vote FOR the proposal to adopt the merger agreement. The failure of any shareholder to vote on the proposal to adopt the merger agreement will have the same effect as a vote against the adoption of the merger agreement.**

Whether or not you plan to attend the special meeting, please complete, date, sign and return, as promptly as possible, the enclosed proxy in the accompanying reply envelope, or submit your proxy by telephone or the Internet. Shareholders who attend the meeting may revoke their proxies and vote in person.

Our board of directors and management appreciate your continuing support of the Company, and we urge you to support this transaction.

Sincerely,

Frederick W. Gluck	Jack O. Bovender, Jr.
Chairman of the Special Committee	*Chairman of the Board and Chief Executive Officer*

Neither the Securities and Exchange Commission nor any state securities regulatory agency has approved or disapproved the merger, passed upon the merits or fairness of the merger or passed upon the adequacy or accuracy of the disclosure in this document. Any representation to the contrary is a criminal offense.

The proxy statement is dated October 17, 2006, and is first being mailed to shareholders on or about October 17, 2006.

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One Park Plaza
Nashville, Tennessee 37203
NOTICE OF SPECIAL MEETING OF SHAREHOLDERS
To Be Held On November 16, 2006

Dear Shareholder:

PLEASE TAKE NOTICE that a special meeting of shareholders of HCA Inc., a Delaware corporation (the Company), will be held on Thursday, November 16, 2006, at 11:00 a.m. local time, at the Company s executive offices located at One Park Plaza, Nashville, Tennessee, for the following purposes:

1. To consider and vote on a proposal to adopt the Agreement and Plan of Merger (the merger agreement), dated as of July 24, 2006, by and among the Company, Hercules Holding II, LLC, a Delaware limited liability company (Parent), and Hercules Acquisition Corporation, a Delaware corporation and a wholly-owned subsidiary of Parent (Merger Sub), as the merger agreement may be amended from time to time.

2. To approve the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the meeting to adopt the merger agreement.

3. To act upon other business as may properly come before the special meeting and any and all adjourned or postponed sessions thereof.

The record date for the determination of shareholders entitled to notice of and to vote at the special meeting is October 6, 2006. Accordingly, only shareholders of record as of that date will be entitled to notice of and to vote at the special meeting or any adjournment or postponement thereof. A list of our shareholders will be available at our principal executive offices at One Park Plaza, Nashville, Tennessee, during ordinary business hours for ten days prior to the special meeting.

We urge you to read the accompanying proxy statement carefully as it sets forth details of the proposed merger and other important information related to the merger.

Your vote is important, regardless of the number of shares of the Company s common stock you own. The adoption of the merger agreement requires the affirmative approval of the holders of a majority of the outstanding shares of the Company s common stock entitled to vote thereon. The adjournment proposal requires the affirmative vote of a majority of the shares of the Company s common stock present at the special meeting and entitled to vote thereon. Even if you plan to attend the special meeting in person, we request that you complete, sign, date and return the enclosed proxy or submit your proxy by telephone or the Internet prior to the special meeting and thus ensure that your shares will be represented at the special meeting if you are unable to attend. If you fail to return your proxy card or fail to submit your proxy by phone or the Internet, your shares will not be counted for purposes of determining whether a quorum is present at the meeting and will have the same effect as a vote against the adoption of the merger agreement, but will not affect the outcome of the vote regarding the adjournment proposal.

Please note that space limitations make it necessary to limit attendance at the special meeting to shareholders. Registration will begin at 10:30 a.m. local time. If you attend, please note that you may be asked to present valid picture identification. Street name holders will need to bring a copy of a brokerage statement reflecting stock ownership as of the record date. Cameras, recording devices and other electronic devices will not be permitted at the special meeting.

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Shareholders of the Company who do not vote in favor of the adoption of the merger agreement will have the right to seek appraisal of the fair value of their shares of the Company s common stock if they deliver a demand for appraisal before the vote is taken on the merger agreement and comply with all requirements of Delaware law, which are summarized in the accompanying proxy statement.

WHETHER OR NOT YOU PLAN TO ATTEND THE SPECIAL MEETING, PLEASE COMPLETE, DATE, SIGN AND RETURN, AS PROMPTLY AS POSSIBLE, THE ENCLOSED PROXY IN THE ACCOMPANYING REPLY ENVELOPE, OR SUBMIT YOUR PROXY BY TELEPHONE OR THE INTERNET. SHAREHOLDERS WHO ATTEND THE MEETING MAY REVOKE THEIR PROXIES AND VOTE IN PERSON.

By Order of the Board of Directors,

John M. Franck II
Vice President and Corporate Secretary

Nashville, Tennessee
October 17, 2006

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References to HCA, the Company, we, our or us in this proxy statement refer to HCA Inc. and its affiliates u otherwise indicated by context.

SUMMARY TERM SHEET

This Summary Term Sheet, together with the Questions and Answers About the Special Meeting and the Merger, summarizes the material information in the proxy statement. You should carefully read this entire proxy statement and the other documents to which this proxy statement refers you for a more complete understanding of the matters being considered at the special meeting. In addition, this proxy statement incorporates by reference important business and financial information about HCA. You may obtain the information incorporated by reference into this proxy statement without charge by following the instructions in Where You Can Find More Information beginning on page 93.

The Merger and the Merger Agreement

The Parties to the Merger (see page 15). HCA, a Delaware corporation, is one of the leading health care services companies in the United States. Hercules Holding II, LLC, a Delaware limited liability company (Parent), was formed solely for the purpose of effecting the merger (as defined below) and the transactions related to the merger. Parent has not engaged in any business except in furtherance of this purpose. Hercules Acquisition Corporation, a Delaware corporation and a direct wholly-owned subsidiary of Parent (Merger Sub), was formed solely for the purpose of effecting the merger. Merger Sub has not engaged in any business except in furtherance of this purpose. Parent is currently owned by private equity funds sponsored by Bain Capital Partners, LLC (Bain), Kohlberg Kravis Roberts & Co. L.P. (KKR) and Merrill Lynch Global Partners, Inc. (d/b/a Merrill Lynch Global Private Equity) (Merrill Lynch Global Private Equity) (collectively referred to in this proxy statement as the sponsors). The sponsors, collectively, with HCA founder and director Dr. Thomas F. Frist, Jr. and his son, Thomas F. Frist III, and certain entities affiliated with Dr. Frist (the Frist Entities) who have committed to contribute a portion of their shares of HCA Common Stock to Parent in connection with the merger in exchange for a portion of the equity securities of Parent (which right may be assigned, in part, to Dr. Frist and other permitted assignees) are sometimes collectively referred to in this proxy statement as the Investor Group.

The Merger. You are being asked to vote to adopt an agreement and plan of merger (the merger agreement) providing for the recapitalization of HCA by Parent. Pursuant to the merger agreement, Merger Sub will merge with and into HCA (the merger). HCA will be the surviving corporation in the merger (the surviving corporation) and will continue to do business as HCA following the merger. As a result of the merger, HCA will cease to be an independent, publicly traded company. See The Merger Agreement beginning on page 62.

Merger Consideration. If the merger is completed, you will be entitled to receive $51.00 in cash, without interest and less any applicable withholding taxes, for each share of HCA capital stock (consisting of common stock, par value $.01 per share, and nonvoting common stock, par value $.01 per share (collectively, the HCA Common Stock)) that you own. See The Merger Agreement Merger Consideration beginning on page 62.

Treatment of Outstanding Options, Restricted Shares and Restricted Share Units. Upon consummation of the merger, except as otherwise agreed by a holder and Parent, all outstanding options to acquire HCA Common Stock will become fully vested and immediately exercisable. All such options (other than certain options held by certain Management Rollover Holders (as defined below under *Interests of the Company s Directors and Executive Officers in the Merger*)) not exercised prior to the merger will be cancelled and converted into the right to receive a cash payment equal to the number of shares of HCA Common Stock underlying the options multiplied by the amount (if any) by which $51.00 exceeds the option exercise price, without interest and less any applicable withholding taxes. Additionally, except as otherwise agreed by a holder and Parent,

all shares of restricted stock and restricted share units will vest and those shares or units will be cancelled and converted into the right to receive a cash payment equal to the number of outstanding restricted shares or restricted share units multiplied by $51.00 (together with the value of any deemed dividend equivalents accrued but unpaid with respect to restricted share units), without interest and less any applicable withholding taxes. Certain options to purchase HCA Common Stock held by certain of the Management Rollover Holders that are not exercised prior to consummation of the merger will be converted into options to acquire shares of common stock of the surviving corporation. In addition, certain of the Management Rollover Holders may elect to exchange certain unrestricted shares of HCA Common Stock for shares of common stock of the surviving corporation. See Special Factors Interests of the Company s Directors and Executive Officers in the Merger and The Merger Agreement Treatment of Options and Other Awards beginning on pages 51 and 62, respectively.

Conditions to the Merger (see page 69). The consummation of the merger depends on the satisfaction or waiver of a number of conditions, including the following:

the merger agreement must have been adopted by the affirmative vote of the holders of a majority of the outstanding shares of voting HCA Common Stock;

no injunction, judgment, order or law which prohibits, restrains or renders illegal the consummation of the merger shall be in effect;

the waiting period (and any extension thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the HSR Act), must have expired or been terminated;

HCA s and Parent s and Merger Sub s respective representations and warranties in the merger agreement must be true and correct as of the closing date in the manner described under the caption The Merger Agreement Conditions to the Merger beginning on page 69; and

HCA and Parent and Merger Sub must have performed in all material respects all obligations that each is required to perform under the merger agreement.

Restrictions on Solicitations of Other Offers (see page 70).

The merger agreement provides that, until 11:59 p.m., New York time, on September 12, 2006 (the go-shop period), we were permitted to initiate, solicit and encourage an acquisition proposal for us (including by way of providing information), and enter into and maintain discussions or negotiations concerning an acquisition proposal for us or otherwise cooperate with or assist or participate in, or facilitate any such inquiries, proposals, discussions or negotiations. Prior to terminating the merger agreement or entering into an acquisition agreement with respect to any such proposal, the Company was required to comply with certain terms of the merger agreement described under The Merger Agreement Recommendation Withdrawal/ Termination in Connection with a Superior Proposal, including negotiating with Parent and Merger Sub in good faith to make adjustments to the merger agreement and, if required, paying a termination fee, see page 72. We did not receive any acquisition proposals during the go-shop period.

The merger agreement provides that from and after the expiration of the go-shop period, we are generally not permitted to:

initiate, solicit or knowingly encourage (including by way of providing information) the submission of any inquiries, proposals or offers or any other efforts or attempts that constitute or may reasonably be expected to lead to, an acquisition proposal for us or engage in any discussions or negotiations (other than with a person who submitted a proposal prior to the expiration of the go-shop period under certain circumstances) with respect thereto, or otherwise knowingly cooperate with or knowingly assist or participate in, or knowingly facilitate any such inquiries, proposals, discussions or negotiations; or

approve or recommend, or publicly propose to approve or recommend, any acquisition proposal for us or enter into any merger agreement, letter of intent, agreement in principle, share purchase agreement, asset purchase agreement or share exchange agreement, option agreement or other similar agreement providing for or relating to any acquisition proposal for us or enter into any agreement or agreement in principle requiring us to abandon, terminate or fail to consummate the transactions contemplated by the merger agreement or breach our obligations under the merger agreement or propose or agree to do any of the foregoing.

Notwithstanding these restrictions, under certain circumstances, our board of directors (acting through the special committee if such committee still exists) may respond to a bona fide unsolicited written proposal for an alternative acquisition or terminate the merger agreement and enter into an acquisition agreement with respect to a superior proposal, so long as the Company complies with certain terms of the merger agreement described under The Merger Agreement Recommendation Withdrawal/ Termination in Connection with a Superior Proposal, including negotiating with Parent and Merger Sub in good faith to make adjustments to the merger agreement prior to termination and, if required, paying a termination fee, see page 72.

The merger agreement provides that Dr. Frist shall not be prevented from engaging in a due diligence discussion with any third party who has been provided with and has agreed in writing to comply with the limitations described below if specifically requested to do so by the special committee of HCA s board of directors or Credit Suisse Securities (USA) LLC (Credit Suisse). However, other than with respect to public disclosure obligations required by applicable law, (1) Dr. Frist shall not disclose to any such third party any information regarding the transactions contemplated by the merger agreement or any agreements, understandings or arrangements in connection therewith or any assumptions, information, evaluations or views of Parent and its affiliates, and (2) Dr. Frist shall not be permitted to have any discussions, agreements, understandings or arrangements with any third party regarding any participation, investment, involvement or interest of any nature whatsoever in any form of transaction similar to, or in the alternative to, the transactions contemplated by the merger agreement, including the merger.

Termination of the Merger Agreement (see page 72). The merger agreement may be terminated:

By mutual written consent of HCA, on the one hand, and Parent or Merger Sub, on the other hand;

By either HCA, on the one hand, or Parent or Merger Sub, on the other hand, if:

there shall be any final and nonappealable law that makes consummation of the merger illegal or otherwise prohibited;

the merger is not completed on or before December 19, 2006, or (if the marketing period (as defined below under The Merger Agreement Marketing Period) has not ended on or before December 19, 2006) on or before January 31, 2007, so long as the failure to complete the merger is not the result of, or caused by, the failure of the terminating party to comply with the terms of the merger agreement; or

our shareholders do not adopt the merger agreement at the special meeting or any adjournment or postponement thereof; or

By Parent or Merger Sub, if:

our board of directors or a committee of our board of directors withdraws, modifies or qualifies, or publicly proposes to withdraw, modify or qualify, in a manner adverse to Parent or Merger Sub, its recommendation that our shareholders adopt the merger agreement, or takes action or makes any public statement in connection with the special meeting inconsistent with such recommendation, or approves or recommends, or resolves to approve or recommend, any takeover proposal by a third party other than the merger; or

we have breached or failed to perform any of our representations, warranties, covenants or agreements under the merger agreement which would give rise to the failure of certain conditions to closing to be satisfied and where that breach or failure to perform cannot be cured by December 19, 2006 (or January 31, 2007 if the termination date is extended as described above); or

By HCA, if:

prior to obtaining the vote of shareholders at the special meeting, we receive a superior proposal and concurrently enter into a definitive agreement with respect to such superior proposal, provided that we have complied with our obligations under the merger agreement described under The Merger Agreement Restrictions on Solicitations of Other Offers and The Merger Agreement Recommendation Withdrawal/Termination in Connection with a Superior Proposal beginning on pages 70 and 72, respectively, and provided that we have paid the termination fee owed to Parent as described under The Merger Agreement Termination Fees beginning on page 73;

Parent or Merger Sub has breached or failed to perform any of its representations, warranties, covenants or agreements under the merger agreement which would give rise to the failure of certain conditions to closing to be satisfied if that breach or failure to perform cannot be cured by December 19, 2006 (or January 31, 2007 if the termination date is extended as described above); or

certain conditions to closing have been satisfied or waived and Parent has not consummated the merger within five calendar days after the final day of the marketing period.

Termination Fees (see page 73). If the merger agreement is terminated under certain circumstances:

the Company will be obligated to pay a termination fee of $500 million as directed by Parent;

the Company will be obligated to pay the expenses of Parent, up to $50 million; or

Parent will be obligated to pay us a termination fee of $500 million. Each member of the Investor Group, including the Frist Entities but not including Dr. Frist, has agreed severally to guarantee the obligation of Parent to pay this termination fee subject to a cap. This cap is equal to such member s pro rata share of $500 million, which share is proportionate to its equity commitment to Parent as compared to the equity commitments of the other guarantors.

The Special Meeting

See Questions and Answers About the Special Meeting and the Merger beginning on page 9 and The Special Meeting beginning on page 16.

Other Important Considerations

The Special Committee and its Recommendation. The special committee is a committee of our board of directors that was formed on June 30, 2006 for the purpose of reviewing, evaluating and, as appropriate, negotiating a possible transaction relating to the sale of the Company. The special committee is comprised of five independent and disinterested directors. The members of the special committee are Frederick W. Gluck, Glenda A. Hatchett, Charles O. Holliday, Jr., T. Michael Long and Kent C. Nelson. The special committee unanimously determined that the merger agreement and the transactions contemplated thereby, including the merger, are fair to and in the best interests of our shareholders (other than Dr. Frist, members of the Frist family and his and their affiliates (including the Frist Entities), holders of shares of HCA Common Stock who are affiliates of Parent and the Management Rollover Holders) (such shareholders being referred to in this proxy statement collectively as the unaffiliated shareholders) and recommended to our board of directors that the merger agreement and the transactions contemplated thereby, including the

merger, be approved and declared advisable by our board of directors and that our board of directors recommend adoption by the shareholders of the merger agreement. For a discussion of the material factors considered by the board of directors and the special committee in reaching its conclusions and the reasons why the board of directors and the special committee determined that the merger is fair, see Special Factors Reasons for the Merger; Recommendation of the Special Committee and of Our Board of Directors; Fairness of the Merger beginning on page 27.

Board Recommendation. The Company s board of directors, acting upon the unanimous recommendation of the special committee, recommends that HCA s shareholders vote FOR the adoption of the merger agreement, and FOR the adjournment of the special meeting, if necessary, to solicit additional proxies. See Special Factors Reasons for the Merger; Recommendation of the Special Committee and of Our Board of Directors; Fairness of the Merger beginning on page 27.

Share Ownership of Directors and Executive Officers. As of October 6, 2006, the record date, the directors and executive officers of HCA (other than Dr. Frist) held and are entitled to vote, in the aggregate, shares of HCA Common Stock representing approximately 2.3% of the outstanding shares of the voting HCA Common Stock. The directors and executive officers have informed HCA that they currently intend to vote all of their shares of HCA Common Stock FOR the adoption of the merger agreement and FOR the adjournment proposal, if necessary. In addition, the Frist Entities, representing approximately 2.5% of the outstanding shares of the voting HCA Common Stock, have entered into an agreement with the sponsors and certain other equity investors to vote their shares in favor of adopting the merger agreement. It is the current intention of Dr. Frist and members of his immediate family to vote other shares beneficially owned by them, representing approximately 6.0% of the outstanding shares of the voting HCA Common Stock, to adopt the merger agreement, other than approximately 109,000 shares that are held by a charitable foundation formed by Dr. Frist, which will not be voted in the merger. See The Special Meeting Voting Rights; Quorum; Vote Required for Approval beginning on page 16.

Interests of the Company s Directors and Executive Officers in the Merger. Upon the consummation of the merger, except as may be agreed by a holder or participant and Parent, (1) all stock options held by our directors and officers will vest and all vested and unexercised stock options will generally be cashed out in an amount equal to the excess (if any) of $51.00 over the option exercise price, (2) all shares of restricted stock and restricted share units will vest, become free of restrictions and will be cashed out at $51.00 per share (together with the value of any deemed dividend equivalents accrued but unpaid with respect to restricted share units), (3) all salary amounts withheld on behalf of the participants in the HCA stock purchase plans through the closing date of the merger will be deemed to have been used to purchase HCA Common Stock under the terms of these plans, using the closing date of the merger as the last date of the applicable offering period under these plans, and converted into the right to receive, effectively, a cash payment equal to the number of shares deemed purchased under these plans multiplied by $51.00, and (4) executives who are covered officers under the 2006 Senior Officer Performance Excellence Program will be paid their 2006 annual bonus at the target level as provided under such program. The maximum total cash payments our directors and executive officers may receive in respect of their beneficially owned HCA securities and other compensation plans upon the consummation of the merger are as follows: Jack O. Bovender, Jr. $45,768,722; Richard M. Bracken $20,278,905; R. Milton Johnson $10,721,147; Samuel N. Hazen $12,663,842; Robert A. Waterman $12,249,796; other 17 senior executive officers $98,335,118; Dr. Thomas F. Frist, Jr. $134,423,057; directors other than Dr. Frist and Messrs. Bovender and Bracken $12,265,490; in each case as more fully described on pages 54 and 58. In addition, under the Company s Supplemental Executive Retirement Plan (the SERP), upon the consummation of the merger, all current participants will become fully vested in their retirement benefits, the normal retirement age for collecting benefits under the SERP will be reduced from 62 to 60, and current participants will be entitled to certain additional benefits upon certain

terminations of employment and to certain protections against the amendment or termination of the SERP. Certain of our executive officers (such officers, together with such other employees who are permitted to invest by the payment of cash and/or contribution of their HCA equity securities to the surviving corporation, are sometimes referred to herein collectively as the Management Rollover Holders) have also made commitments to roll over options to purchase HCA Common Stock into and/or otherwise invest in the equity securities of the surviving corporation, including by electing to exchange unrestricted shares of HCA Common Stock for shares of common stock of the surviving corporation. The Frist Entities have committed to contribute 15,686,275 shares of HCA Common Stock to Parent in connection with the merger in exchange for a portion of the equity securities of Parent. In addition, Dr. Frist, certain members of his immediate family and certain entities controlled by them may contribute shares of HCA Common Stock to Parent in connection with the commitment by the Frist Entities. The Frist Entities may also invite certain additional investors selected by them to assume a portion of the Frist Entities equity commitment (the Frist Sell-Down). Participants in the Frist Sell-Down, together with any other assignees of the Frist Entities roll over equity commitment, are collectively referred to as the Frist permitted assignees . The Frist Sell-Down will reduce the Frist Entities equity commitment amount, but the Frist Entities will control in all respects (including voting and disposition) the interests in Parent that the Frist Sell-Down participants are entitled to receive in exchange for funding the Frist Entities equity commitments. The surviving corporation will grant new stock options in the surviving corporation to certain of our executive officers, who will also enter into new employment agreements with the surviving corporation and/or become directors of the surviving corporation. The Frist Entities will have the right to designate two directors of Parent s board of directors after the merger is consummated, and Jack O. Bovender, Jr., the Company s Chairman and Chief Executive Officer, and Richard M. Bracken, the Company s President and a current director, will have the right to serve as directors of the surviving corporation so long as they are officers of the surviving corporation. These and other interests of our executive officers and directors, some of which may be different than those of our shareholders generally, are more fully described, together with a more detailed description of the total cash payments our executive officers will receive in connection with the merger, under Special Factors Interests of the Company s Directors and Executive Officers in the Merger beginning on page 51.

Opinions of Credit Suisse Securities (USA) LLC and Morgan Stanley & Co. Incorporated. In connection with the proposed merger, the special committee s financial advisors, Credit Suisse and Morgan Stanley & Co. Incorporated (Morgan Stanley), each have delivered an opinion as to the fairness from a financial point of view to the unaffiliated shareholders of the merger consideration to be received by such holders in the merger. The full text of the opinions of Credit Suisse and Morgan Stanley, which set forth the procedures followed, assumptions made, matters considered and limitations on review undertaken by Credit Suisse and Morgan Stanley, as applicable, in connection with their opinions, are attached as Annex B and Annex C, respectively, to this proxy statement. **Credit Suisse and Morgan Stanley provided their opinions for the information and assistance of the special committee in connection with its consideration of the merger, and the opinions of Credit Suisse and Morgan Stanley are not recommendations as to how any shareholder should vote or act with respect to any matter relating to the merger.** We encourage you to read the opinions carefully and in their entirety. For a more complete description of the opinions and the review undertaken in connection with such opinions, together with the fees payable to Credit Suisse and Morgan Stanley, see Special Factors Opinions of Financial Advisors beginning on page 33. Under the terms of its engagement letter, Credit Suisse provided the special committee with financial advisory services and HCA agreed to pay Credit Suisse a fee of $20.0 million, $5.0 million of which became payable upon delivery of Credit Suisse s opinion, plus approximately $4.4 million to be paid if the merger is consummated at the current price. Under the terms of its engagement letter, Morgan Stanley provided the special committee financial advisory services and HCA agreed to pay Morgan Stanley a $1.0 million advisory fee, which was payable upon Morgan Stanley s engagement, a $12.0 million

transaction fee, which will become payable upon the closing of the merger (if not paid earlier in certain circumstances), and a discretionary fee of up to $4.0 million as determined by the special committee, based upon the special committee s view of Morgan Stanley s overall performance on the transaction, upon the earlier of the termination of Morgan Stanley s engagement and the closing of the merger. The fee was not contingent upon the outcome of Morgan Stanley s financial opinion.

Sources of Financing. The merger agreement does not contain any condition relating to the receipt of financing by Parent. HCA and Parent estimate that the total amount of funds necessary to consummate the merger and related transactions, including the new financing arrangements, the refinancing of certain existing indebtedness and the payment of customary fees and expenses in connection with the proposed merger and financing arrangements, will be approximately $26 billion, which is expected to be funded by new credit facilities, private and/or public offerings of debt securities and equity financing. Funding of the equity and debt financing is subject to the satisfaction of the conditions set forth in the commitment letters pursuant to which the financing will be provided. See Special Factors Financing of the Merger beginning on page 47. The following arrangements are in place to provide the necessary financing for the merger, including the payment of related transaction costs, charges, fees and expenses:

Equity Financing. Parent has received roll over commitments from the Frist Entities of 15,686,275 shares of HCA Common Stock which, based on the merger consideration per share of HCA Common Stock, have an aggregate value of $800 million, and equity commitments from the other members of the Investor Group (other than Dr. Frist and his son, Thomas F. Frist III) totaling $4.5 billion, for aggregate roll over and equity commitments totaling $5.3 billion. In connection with this equity financing, the sponsors intend to assign up to $180 million of their equity commitments in the aggregate to the Frist Entities, which would reduce the sponsors commitments accordingly and increase the aggregate commitment of the Frist Entities to $980 million.

Debt Financing. Parent has received a debt commitment letter from Bank of America, N.A., Banc of America Bridge LLC, Banc of America Securities LLC, JPMorgan Chase Bank, N.A., J.P. Morgan Securities Inc., Citigroup Global Markets Inc., Merrill Lynch Capital Corporation and Merrill Lynch, Pierce, Fenner & Smith Incorporated to provide (a) up to $16.80 billion of senior secured credit facilities and (b) up to $5.70 billion of senior secured second lien loans under a bridge facility.

Regulatory Approvals (see page 46). Under the HSR Act, and the rules promulgated thereunder by the Federal Trade Commission (FTC), the merger may not be completed until notification and report forms have been filed with the FTC and the Antitrust Division of the Department of Justice (DOJ) and the applicable waiting period has expired or been terminated. HCA and Parent filed notification and report forms under the HSR Act with the FTC and the Antitrust Division on August 7, 2006. The waiting period was terminated on August 18, 2006.

Though not a condition to the consummation of the merger, U.S. federal and state laws and regulations, as well as the laws and regulations of the United Kingdom and Switzerland, may require that we or Parent obtain approvals or certificates of need from, file new license and/or permit applications with, and/or provide notice to, applicable governmental authorities in connection with the merger.

Applicability of Rules Related to Going Private Transactions; Position of Dr. Frist, the Frist Entities, Thomas F. Frist III, Messrs. Bovender and Bracken, Parent, Merger Sub and the Sponsors as to Fairness and Their Reasons for the Merger (see pages 31-33 and 40-42). The requirements of Rule 13e-3 under the Securities Exchange Act of 1934, as amended (the Exchange Act), apply to the merger because Dr. Frist and Messrs. Bovender and Bracken are deemed to be engaged in a going private transaction under the applicable rules. In addition, the Frist Entities, Dr. Frist s son, Thomas F. Frist III, Parent, Merger Sub and the sponsors could be deemed to be

engaged in a going private transaction under these rules. To comply with the requirements of Rule 13e-3, our board of directors, Dr. Frist, the Frist Entities, Thomas F. Frist III, Messrs. Bovender and Bracken, Parent, Merger Sub and the sponsors make certain statements as to, among other matters, their purposes and reasons for the merger, and their belief as to the fairness of the merger to our unaffiliated shareholders.

Each of the special committee and the board of directors has determined that the merger agreement and the transactions contemplated thereby, including the merger, are advisable, fair to and in the best interests of our unaffiliated shareholders. In evaluating the merger, the special committee consulted with its independent legal and financial advisors, reviewed a significant amount of information and considered a number of factors and procedural safeguards set forth below in Special Factors Reasons for the Merger; Recommendation of the Special Committee and of Our Board of Directors; Fairness of the Merger. Based upon the foregoing, and consistent with its general recommendation to shareholders, the special committee and our board of directors believe that the merger agreement and the merger are substantively and procedurally fair to our unaffiliated shareholders.

U.S. Federal Income Tax Consequences. If you are a U.S. holder (as defined below), the merger will be a taxable transaction for U.S. federal income tax purposes. Your receipt of cash in exchange for your shares of HCA Common Stock in the merger generally will cause you to recognize a gain or loss measured by the difference, if any, between the cash you receive in the merger (determined before the deduction of any applicable withholding taxes) and your adjusted tax basis in your shares of HCA Common Stock. If you are a non-U.S. holder (as defined below), the merger generally will not be a taxable transaction to you for U.S. federal income tax purposes unless you have certain connections to the United States. Under U.S. federal income tax law, all holders will be subject to information reporting on cash received in the merger unless an exemption applies. Backup withholding may also apply with respect to cash you receive in the merger, unless you provide proof of an applicable exemption or a correct taxpayer identification number and otherwise comply with the applicable requirements of the backup withholding rules. You should consult your own tax advisor for a full understanding of how the merger will affect your federal, state and local and/or foreign taxes and, if applicable, the tax consequences of the receipt of cash in connection with the cancellation of your options to purchase shares of HCA Common Stock, your shares of restricted stock and/or your restricted share units, including the transactions described in this proxy statement relating to our other equity compensation and benefit plans. See Special Factors Material U.S. Federal Income Tax Consequences of the Merger to Our Shareholders beginning on page 58.

Appraisal Rights. Under Delaware law, holders of HCA Common Stock who do not vote in favor of adopting the merger agreement will have the right to seek appraisal of the fair value of their shares as determined by the Delaware Court of Chancery if the merger is completed, but only if they comply with all requirements of Delaware law, which are summarized in this proxy statement. This appraisal amount could be more than, the same as or less than the amount a shareholder would be entitled to receive under the terms of the merger agreement. Any holder of HCA Common Stock intending to exercise such holder s appraisal rights, among other things, must submit a written demand for an appraisal to us prior to the vote on the adoption of the merger agreement and must not vote or otherwise submit a proxy in favor of adoption of the merger agreement. Your failure to follow exactly the procedures specified under Delaware law will result in the loss of your appraisal rights. See The Special Meeting Rights of Shareholders Who Object to the Merger and Dissenters Rights of Appraisal beginning on pages 18 and 76, respectively, and the text of the Delaware appraisal rights statute reproduced in its entirety as Annex D.

Market Price of HCA Common Stock (see page 88). The closing sale price of HCA Common Stock on the New York Stock Exchange (the NYSE) on July 18, 2006, the last trading day prior to press reports of rumors regarding a potential acquisition of HCA, was $43.29 per share. The $51.00 per share to be paid for each share of HCA Common Stock in the merger represents a premium of approximately 18% to the closing price on July 18, 2006.

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QUESTIONS AND ANSWERS ABOUT THE SPECIAL MEETING AND THE MERGER

The following questions and answers are intended to address briefly some commonly asked questions regarding the merger, the merger agreement and the special meeting. These questions and answers do not address all questions that may be important to you as an HCA shareholder. Please refer to the Summary Term Sheet and the more detailed information contained elsewhere in this proxy statement, the annexes to this proxy statement and the documents referred to or incorporated by reference in this proxy statement, which you should read carefully.

Q. When and where is the special meeting?

A. The special meeting of shareholders of HCA will be held on Thursday, November 16, 2006, at 11:00 a.m. local time, at the Company s executive offices located at One Park Plaza, Nashville, Tennessee 37203.

Q. What matters will be voted on at the special meeting?

A. You will be asked to consider and vote on the following proposals:

to adopt the merger agreement;

to approve the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the meeting to adopt the merger agreement; and

to act upon other business that may properly come before the special meeting or any adjournment or postponement thereof.

Q. How does HCA s board of directors recommend that I vote on the proposals?

A. The board of directors recommends that you vote:

FOR the proposal to adopt the merger agreement; and

FOR the adjournment proposal.

Q. Who is entitled to vote at the special meeting?

A. All holders of HCA Common Stock are entitled to notice, but only shareholders of record holding voting HCA Common Stock as of the close of business on October 6, 2006, the record date for the special meeting, are entitled to vote at the special meeting. As of the record date, there were approximately 388,698,000 shares of voting HCA Common Stock outstanding. Approximately 12,300 holders of record held such shares. Every holder of voting HCA Common Stock is entitled to one vote for each such share the shareholder held as of the record date.

Please note that space limitations make it necessary to limit attendance at the special meeting to shareholders. Registration will begin at 10:30 a.m., local time. If you attend, please note that you may be asked to present valid picture identification. Street name holders will need to bring a copy of a brokerage statement reflecting stock ownership as of the record date. Cameras, recording devices and other electronic devices are not permitted at the meeting.

Q. What vote is required for HCA s shareholders to adopt the merger agreement? How do HCA s directors and officers intend to vote?

A. An affirmative vote of the holders of a majority of all outstanding shares of HCA Common Stock entitled to vote on the matter is required to adopt the merger agreement. Our directors and executive officers have informed us that they currently intend to vote all of their shares of HCA Common Stock for the adoption of the merger agreement. In addition, the Frist Entities (representing approximately 2.5% of the voting HCA Common Stock outstanding) have entered into an agreement with the sponsors and certain other equity investors pursuant to which they have agreed to vote their shares in favor of the adoption of the merger agreement. It is also the current

intention of Dr. Frist and members of his immediate family to vote other shares beneficially owned by them, representing

approximately 6.0% of the outstanding shares of the voting HCA Common Stock, to adopt the merger agreement, other than approximately 109,000 shares that are held by a charitable foundation formed by Dr. Frist, which will not be voted in the merger.

Q. What vote is required for HCA s shareholders to approve the proposal to adjourn the special meeting, if necessary, to solicit additional proxies?

A. The proposal to adjourn the special meeting, if necessary or appropriate, to solicit additional proxies requires the affirmative vote of the holders of a majority of the shares of HCA Common Stock present or represented by proxy at the meeting and entitled to vote on the matter.

Q. Who is soliciting my vote?

A. This proxy solicitation is being made and paid for by HCA. In addition, we have retained Georgeson Inc. to assist in the solicitation. We will pay Georgeson Inc. approximately $20,000 plus out-of-pocket expenses for its assistance. Our directors, officers and employees may also solicit proxies by personal interview, mail, e-mail, telephone, facsimile or by other means of communication. These persons will not be paid additional remuneration for their efforts. We will also request brokers and other fiduciaries to forward proxy solicitation material to the beneficial owners of shares of HCA Common Stock that the brokers and fiduciaries hold of record. We will reimburse them for their reasonable out-of-pocket expenses.

Q. What do I need to do now?

A. Even if you plan to attend the special meeting, after carefully reading and considering the information contained in this proxy statement, if you hold your shares in your own name as the shareholder of record, please vote your shares by completing, signing, dating and returning the enclosed proxy card; using the telephone number printed on your proxy card; or using the Internet voting instructions printed on your proxy card. You can also attend the special meeting and vote, or change your prior vote, in person. **Do NOT enclose or return your stock certificate(s) with your proxy.** If you hold your shares in street name through a broker, bank or other nominee, then you received this proxy statement from the nominee, along with the nominee s proxy card which includes voting instructions and instructions on how to change your vote.

Q: How do I vote? How can I revoke my vote?

A: You may vote by signing and dating each proxy card you receive and returning it in the enclosed prepaid envelope or as described below if you hold your shares in street name. If you return your signed proxy card, but do not mark the boxes showing how you wish to vote, your shares will be voted FOR the proposal to adopt the merger agreement and FOR the adjournment proposal. You have the right to revoke your proxy at any time before the vote taken at the special meeting:

if you hold your shares in your name as a shareholder of record, by notifying our Vice President and Corporate Secretary, John M. Franck II, at One Park Plaza, Nashville, Tennessee 37203;

by attending the special meeting and voting in person (your attendance at the meeting will not, by itself, revoke your proxy; you must vote in person at the meeting);

by submitting a later-dated proxy card; or

if you have instructed a broker, bank or other nominee to vote your shares, by following the directions received from your broker, bank or other nominee to change those instructions.

Q: Can I vote by telephone or electronically?

A: If you hold your shares in your name as a shareholder of record, you may vote by telephone or electronically through the Internet by following the instructions included with your proxy card.

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If your shares are held by your broker, bank or other nominee, often referred to as held in street name, please check your proxy card or contact your broker, bank or nominee to determine whether you will be able to vote by telephone or electronically.

Q. If my shares are held in street name by my broker, bank or other nominee, will my broker, bank or other nominee vote my shares for me?

A. Your broker, bank or other nominee will only be permitted to vote your shares if you instruct your broker, bank or other nominee how to vote. You should follow the procedures provided by your broker, bank or other nominee regarding the voting of your shares. If you do not instruct your broker, bank or other nominee to vote your shares, your shares will not be voted and the effect will be the same as a vote against the adoption of the merger agreement and will not have an effect on the proposal to adjourn the special meeting.

Q: What do I do if I have money in the HCA Stock Fund of the HCA 401(k) Plan?

A: If you have money invested in the HCA Stock Fund of the HCA 401(k) Plan, you do not actually own shares of HCA Common Stock. You are instead credited with equivalent shares, which consist of your interest in both shares of HCA Common Stock and cash that are held by the HCA Stock Fund of the 401(k) Plan. The number of equivalent shares you hold on any given day is equal to your interest in the value of the HCA Common Stock and the cash held by the HCA Stock Fund, divided by the closing market price per share of HCA Common Stock on the NYSE on that day.

In accordance with the 401(k) Plan, the shares held in the HCA Stock Fund are typically voted at the direction of our plan administration committee, which is made up of certain members of our management, and not by individual plan participants. However, the plan administration committee has determined to engage an independent fiduciary to vote the shares held in the HCA Stock Fund in connection with the merger. Additionally, the plan administration committee has decided to offer participants pass-through voting rights based on a participant s interest or equivalent shares in the HCA Stock Fund. You may exercise these pass-through voting rights only by completing and returning the voting instruction card for participants in the HCA Stock Fund of the HCA 401(k) Plan you received with this proxy statement in accordance with the procedures included therewith, or by following the instructions for voting by telephone or the Internet described in the voting instruction card, and before the deadline noted below. **If your voting instructions are received by 6:00 a.m., local time, in Nashville, Tennessee on Friday, November 10, 2006, the independent fiduciary will submit a proxy that reflects your instructions. If your voting instructions are not received by the date and time specified above, the independent fiduciary will vote the shares of HCA Common Stock allocable to your interest in the HCA Stock Fund in accordance with its independent and sole discretion, and all such shares will be voted in the same manner.** Your voting instructions will be kept confidential as required by the terms of the HCA 401(k) Plan. You may **not** vote in person at the special meeting.

Q. What do I do if I receive more than one proxy or set of voting instructions?

A. If you also hold shares in street name, directly as a record holder or otherwise through the Company s stock purchase plans, or if you have money invested in the HCA Stock Fund of the HCA 401(k) Plan, you may receive more than one proxy and/or set of voting instructions relating to the special meeting. **These should each be voted and/or returned separately as described elsewhere in this proxy statement in order to ensure that all of your shares are voted.**

Q. How are votes counted?

A. For the proposal to adopt the merger agreement, you may vote FOR, AGAINST or ABSTAIN. Abstentions will not be counted as votes cast or shares voting on the proposal to adopt the merger agreement, but will count for the purpose of determining whether a quorum is present. If you abstain, it will have the same effect as if you vote

against the adoption of the merger agreement. In addition,

if your shares are held in the name of a broker, bank or other nominee, your broker, bank or other nominee will not be entitled to vote your shares in the absence of specific instructions. These non-voted shares, or broker non-votes, will be counted for purposes of determining a quorum, but will have the same effect as a vote against the adoption of the merger agreement.

For the proposal to adjourn the special meeting, if necessary, to solicit additional proxies, you may vote FOR, AGAINST or ABSTAIN. Abstentions and broker non-votes will count for the purpose of determining whether a quorum is present, but abstentions and broker non-votes will not count as shares present and entitled to vote on the proposal to adjourn the meeting. As a result, abstentions and broker non-votes will have no effect on the vote to adjourn the meeting, which requires the vote of the holders of a majority of the shares of HCA Common Stock present or represented by proxy at the meeting and entitled to vote on the matter.

If you sign your proxy card without indicating your vote, your shares will be voted FOR the adoption of the merger agreement and FOR the adjournment of the special meeting, if necessary, to solicit additional proxies, and in accordance with the recommendations of our board of directors on any other matters properly brought before the special meeting for a vote.

Q: Who will count the votes?

A: A representative of our transfer agent, National City Bank, will count the votes and act as an inspector of election. Questions concerning stock certificates or other matters pertaining to your shares may be directed to National City Bank at 1-800-622-6757.

Q. When is the merger expected to be completed? What is the marketing period ?

A. We are working toward completing the merger as quickly as possible, and we anticipate that it will be completed in the fourth quarter of 2006. In order to complete the merger, we must obtain shareholder approval and the other closing conditions under the merger agreement must be satisfied or waived (as permitted by law). In addition, Parent is not obligated to complete the merger until the expiration of a 20-business day marketing period that it may use to complete its financing for the merger. The marketing period begins to run after we have obtained the shareholder approval and satisfied other conditions under the merger agreement; provided that if the marketing period would not end on or before December 19, 2006, the marketing period will commence no earlier than January 2, 2007. See The Merger Agreement Marketing Period and The Merger Agreement Conditions to the Merger beginning on pages 68 and 69, respectively.

Q. Should I send in my stock certificates now?

A. No. After the merger is completed, you will be sent a letter of transmittal with detailed written instructions for exchanging your HCA Common Stock certificates for the merger consideration. If your shares are held in street name by your broker, bank or other nominee you will receive instructions from your broker, bank or other nominee as to how to effect the surrender of your street name shares in exchange for the merger consideration. **Please do not send your certificates in now.**

Q. How can I obtain additional information about HCA?

A. We will provide a copy of our Annual Report to Shareholders and/or our Annual Report on Form 10-K for the year ended December 31, 2005, excluding certain of its exhibits, and other filings, including our reports on Form 10-Q, with the Securities and Exchange Commission (SEC) without charge to any shareholder who makes a written or oral request to the Office of Investor Relations, HCA Inc., One Park Plaza, Nashville, Tennessee 37203; (615) 344-9551. Our Annual Report on Form 10-K and other SEC filings also may be accessed on the world wide web at http://www.sec.gov or on the Investor Relations page of the Company s website at

http://www.hcahealthcare.com. Our website address is provided as an inactive textual reference only.

The information provided on our website is not part of this proxy statement, and therefore is not incorporated by reference. For a more detailed description of the information available, please refer to Where You Can Find More Information beginning on page 93.

Q. Who can help answer my questions?

A. If you have additional questions about the merger after reading this proxy statement, please call our proxy solicitor, Georgeson Inc., toll-free at (888) 264-7052 (banks and brokerage firms call collect at (212) 440-9800).

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This proxy statement, and the documents to which we refer you in this proxy statement, contain forward-looking statements based on estimates and assumptions. Forward-looking statements include information concerning possible or assumed future results of operations of the Company, the expected completion and timing of the merger and other information relating to the merger. There are forward-looking statements throughout this proxy statement, including, without limitation, under the headings Summary Term Sheet, Special Factors, Important Information About HCA Projected Financial Information and in statements containing the words believes, plans, expects, anticipates, inte estimates or other similar expressions. You should be aware that forward-looking statements involve known and unknown risks and uncertainties. Although we believe that the expectations reflected in these forward-looking statements are reasonable, we cannot assure you that the actual results or developments we anticipate will be realized, or even if realized, that they will have the expected effects on the business or operations of the Company. These forward-looking statements speak only as of the date on which the statements were made and we undertake no obligation to publicly update or revise any forward-looking statements made in this proxy statement or elsewhere as a result of new information, future events or otherwise. In addition to other factors and matters contained or incorporated in this document, we believe the following factors could cause actual results to differ materially from those discussed in the forward-looking statements:

- the occurrence of any event, change or other circumstances that could give rise to the termination of the merger agreement;
- the outcome of any legal proceedings that have been or may be instituted against HCA and others relating to the merger agreement;
- the inability to complete the merger due to the failure to obtain shareholder approval or the failure to satisfy other conditions to consummation of the merger;
- the failure to obtain the necessary debt financing arrangements set forth in commitment letters received in connection with the merger;
- the failure of the merger to close for any other reason;
- risks that the proposed transaction disrupts current plans and operations and the potential difficulties in employee retention as a result of the merger;
- the effect of the announcement of the merger on our customer relationships, operating results and business generally;
- the ability to recognize the benefits of the merger;
- the amount of the costs, fees, expenses and charges related to the merger and the actual terms of certain financings that will be obtained for the merger;
- the impact of the substantial indebtedness incurred to finance the consummation of the merger;

and other risks detailed in our current filings with the SEC, including our most recent filings on Form 10-Q and 10-K. See Where You Can Find More Information beginning on page 93. Many of the factors that will determine our future results are beyond our ability to control or predict. In light of the significant uncertainties inherent in the forward-looking statements contained herein, readers should not place undue reliance on forward-looking statements, which reflect management s views only as of the date hereof. We cannot guarantee any future results, levels of activity, performance or achievements. The statements made in this proxy statement represent our views as of the date of this

proxy statement, and it should not be assumed that the statements made herein remain accurate as of any future date. Moreover, we assume no obligation to update forward-looking statements or update the reasons that actual results could differ materially from those anticipated in forward-looking statements, except as required by law.

THE PARTIES TO THE MERGER

HCA

HCA is a Delaware corporation with its headquarters in Nashville, Tennessee. We are one of the leading health care services companies in the United States. HCA is a holding company whose affiliates own and operate hospitals and related health care entities. The term affiliates includes direct and indirect subsidiaries of HCA and partnerships and joint ventures in which such subsidiaries are partners. As of September 30, 2006, we operated 172 hospitals, 95 freestanding surgery centers and facilities which provided extensive outpatient and ancillary services. Affiliates of HCA are also partners in joint ventures that own and operate seven hospitals and nine freestanding surgery centers which are accounted for using the equity method. Our facilities are located in 21 states, England and Switzerland.

HCA s primary objective is to provide the communities we serve a comprehensive array of quality health care services in the most cost-effective manner possible. Our general, acute care hospitals typically provide a full range of services to accommodate such medical specialties as internal medicine, general surgery, cardiology, oncology, neurosurgery, orthopedics and obstetrics, as well as diagnostic and emergency services. Outpatient and ancillary health care services are provided by our general, acute care hospitals, freestanding surgery centers, diagnostic centers and rehabilitation facilities. Our psychiatric hospitals provide a full range of mental health care services through inpatient, partial hospitalization and outpatient settings.

HCA s principal executive offices are located at One Park Plaza, Nashville, Tennessee 37203, and our telephone number is (615) 344-9551. For more information about HCA, please visit our website at www.hcahealthcare.com. Our website address is provided as an inactive textual reference only. The information provided on our website is not part of this proxy statement, and therefore is not incorporated by reference. HCA is publicly traded on the NYSE under the symbol HCA.

Parent

Hercules Holding II, LLC, which we refer to as Parent, is a Delaware limited liability company that was formed solely for the purpose of acquiring HCA. Parent has not engaged in any business except as contemplated by the merger agreement. The principal office addresses of Parent are c/o Bain Capital Partners, LLC, 111 Huntington Avenue, Boston, MA 02199, c/o Kohlberg Kravis Roberts & Co. L.P., 2800 Sand Hill Road, Suite 200, Menlo Park, CA 94025 and c/o Merrill Lynch Global Private Equity, Four World Financial Center, Floor 23, New York, NY 10080. The telephone number at each of the principal offices is (617) 516-2000, (650) 233-6560 and (212) 449-1000, respectively.

Merger Sub

Hercules Acquisition Corporation, which we refer to as Merger Sub, is a Delaware corporation that was formed solely for the purpose of completing the proposed merger. Upon the consummation of the proposed merger, Hercules Acquisition Corporation will cease to exist and HCA will continue as the surviving corporation. Hercules Acquisition Corporation is wholly-owned by Parent and has not engaged in any business except as contemplated by the merger agreement. The principal office addresses of Merger Sub are c/o Bain Capital Partners, LLC, 111 Huntington Avenue, Boston, MA 02199, c/o Kohlberg Kravis Roberts & Co. L.P., 2800 Sand Hill Road, Suite 200, Menlo Park, CA 94025 and c/o Merrill Lynch Global Private Equity, Four World Financial Center, Floor 23, New York, NY 10080. The telephone number at each of the principal offices is (617) 516-2000, (650) 233-6560 and (212) 449-1000, respectively.

Additional information concerning these transaction participants is set forth on Annex E to this proxy statement.

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THE SPECIAL MEETING

This proxy statement is furnished in connection with the solicitation of proxies by our board of directors in connection with the special meeting of our shareholders relating to the merger.

Date, Time and Place of the Special Meeting

The special meeting is scheduled to be held as follows:

Date: Thursday, November 16, 2006

Time: 11:00 a.m., local time

Place: One Park Plaza
Nashville, Tennessee 37203

Proposals to be Considered at the Special Meeting

At the special meeting, you will be asked to vote on a proposal to adopt the merger agreement, and to approve the adjournment of the special meeting, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the meeting to adopt the merger agreement. A copy of the merger agreement is attached as Annex A to this proxy statement.

Record Date

We have fixed the close of business on October 6, 2006 as the record date for the special meeting, and only holders of record of voting HCA Common Stock on the record date are entitled to vote at the special meeting. On the record date, there were 388,698,072 shares of HCA Common Stock outstanding and entitled to vote.

Voting Rights; Quorum; Vote Required for Approval

Each share of voting HCA Common Stock entitles its holder to one vote on all matters properly coming before the special meeting. The presence in person or representation by proxy of shareholders entitled to cast a majority of the votes of all issued and outstanding shares entitled to vote, shall constitute a quorum for the purpose of considering the proposals. Shares of voting HCA Common Stock represented at the special meeting but not voted, including shares of HCA Common Stock for which proxies have been received but for which shareholders have abstained, will be treated as present at the special meeting for purposes of determining the presence or absence of a quorum for the transaction of all business. In the event that a quorum is not present at the special meeting, it is expected that the meeting will be adjourned or postponed to solicit additional proxies.

Adoption of the merger agreement requires the affirmative vote of the holders of a majority of the outstanding shares of HCA Common Stock entitled to vote on the matter. For the proposal to adopt the merger agreement, you may vote FOR, AGAINST or ABSTAIN. Abstentions will not be counted as votes cast or shares voting on the proposal to adopt the merger agreement, but will count for the purpose of determining whether a quorum is present. **If you abstain, it will have the same effect as if you vote against the adoption of the merger agreement.** In addition, if your shares are held in the name of a broker, bank or other nominee, your broker, bank or other nominee will not be entitled to vote your shares in the absence of specific instructions. **These non-voted shares, or broker non-votes, will be counted for purposes of determining a quorum, but will have the same effect as a vote against the adoption of the merger agreement.** Your broker, bank or nominee will vote your shares only if you provide instructions on how to vote by following the instructions provided to you by your broker, bank or nominee.

The proposal to adjourn the special meeting, if necessary or appropriate, to solicit additional proxies requires the affirmative vote of the holders of a majority of the outstanding shares of HCA Common

Stock present or represented by proxy at the special meeting and entitled to vote on the matter. For the proposal to adjourn the special meeting, if necessary or appropriate, to solicit additional proxies, you may vote FOR, AGAINST or ABSTAIN. Abstentions and broker non-votes will count for the purpose of determining whether a quorum is present, but abstentions and broker non-votes will not count as shares present and entitled to vote on the proposal to adjourn the meeting. **As a result, abstentions and broker non-votes will have no effect on the vote to adjourn the special meeting, which requires the vote of the holders of a majority of the shares of HCA Common Stock present or represented by proxy at the meeting and entitled to vote on the matter.**

As of October 6, 2006, the record date, the directors and executive officers of HCA (other than Dr. Frist) held and are entitled to vote, in the aggregate, 9,137,190 shares of HCA Common Stock, representing approximately 2.3% of the outstanding voting HCA Common Stock. The directors and executive officers have informed HCA that they currently intend to vote all of their shares of HCA Common Stock FOR the adoption of the merger agreement and FOR the adjournment proposal. In addition, the Frist Entities, representing approximately 2.5% of the outstanding shares of voting HCA Common Stock, have entered into an agreement with the sponsors and certain other equity investors to vote their shares in favor of adopting the merger agreement. It is also the current intention of Dr. Frist and members of his immediate family to vote other shares beneficially owned by them, representing approximately 6.0% of the outstanding shares of the voting HCA Common Stock, to adopt the merger agreement, other than approximately 109,000 shares that are held by a charitable foundation formed by Dr. Frist which will not be voted in the merger. If our directors (including persons related to Dr. Frist and the Frist Entities) and executive officers vote their shares in favor of adopting the merger agreement, 8.4% of the outstanding shares of voting HCA Common Stock will have voted for the proposal to adopt the merger agreement. This means that additional holders of approximately 41.7% of all shares entitled to vote at the special meeting would need to vote for the proposal to adopt the merger agreement in order for it to be adopted.

Voting and Revocation of Proxies

Shareholders of record may submit proxies by mail. Shareholders who wish to submit a proxy by mail should mark, date, sign and return the proxy card in the envelope furnished. If you hold your shares in your name as a shareholder of record, you may vote by telephone or electronically through the Internet by following the instructions included with your proxy card. Shareholders who hold shares beneficially through a nominee (such as a bank or broker) may be able to submit a proxy by mail, or by telephone or the Internet if those services are offered by the nominee.

Proxies received at any time before the special meeting, and not revoked or superseded before being voted, will be voted at the special meeting. Where a specification is indicated by the proxy, it will be voted in accordance with the specification. If you sign your proxy card without indicating your vote, your shares will be voted FOR the adoption of the merger agreement and FOR the adjournment of the special meeting, if necessary, to solicit additional proxies, and in accordance with the recommendations of our board of directors on any other matters properly brought before the special meeting for a vote.

You have the right to revoke your proxy at any time before the vote taken at the special meeting:

- if you hold your shares in your name as a shareholder of record, by notifying our Vice President and Corporate Secretary, John M. Franck II, at One Park Plaza, Nashville, Tennessee 37203;
- by attending the special meeting and voting in person (your attendance at the meeting will not, by itself, revoke your proxy; you must vote in person at the meeting);
- by submitting a later-dated proxy card; or
- if you have instructed a broker, bank or other nominee to vote your shares, by following the directions received from your broker, bank or other nominee to change those instructions.

Please do not send in your stock certificates with your proxy card. When the merger is completed, a separate letter of transmittal will be mailed to you that will enable you to receive the merger consideration.

Rights of Shareholders Who Object to the Merger

Shareholders of HCA are entitled to appraisal rights under Delaware law in connection with the merger. This means that you are entitled to have the value of your shares determined by the Delaware Court of Chancery and to receive payment based on that valuation. The ultimate amount you receive as a dissenting shareholder in an appraisal proceeding may be more than, the same as or less than the amount you would have received under the merger agreement.

To exercise your appraisal rights, you must submit a written demand for appraisal to the Company before the vote is taken on the merger agreement and you must not vote in favor of the adoption of the merger agreement. Your failure to follow exactly the procedures specified under Delaware law will result in the loss of your appraisal rights. See Dissenters Rights of Appraisal beginning on page 76 and the text of the Delaware appraisal rights statute reproduced in its entirety as Annex D.

Solicitation of Proxies

This proxy solicitation is being made and paid for by HCA on behalf of its board of directors. In addition, we have retained Georgeson Inc. to assist in the solicitation. We will pay Georgeson Inc. approximately $20,000 plus out-of-pocket expenses for their assistance. Our directors, officers and employees may also solicit proxies by personal interview, mail, e-mail, telephone, facsimile or other means of communication. These persons will not be paid additional remuneration for their efforts. We will also request brokers and other fiduciaries to forward proxy solicitation material to the beneficial owners of shares of HCA Common Stock that the brokers and fiduciaries hold of record. We will reimburse them for their reasonable out-of-pocket expenses. In addition, we will indemnify Georgeson Inc. against any losses arising out of that firm s proxy soliciting services on our behalf.

Other Business

We are not currently aware of any business to be acted upon at the special meeting other than the matters discussed in this proxy statement. Under our bylaws, business transacted at the special meeting is limited to the purposes stated in the notice of the special meeting, which is provided at the beginning of this proxy statement. If other matters do properly come before the special meeting, or at any adjournment or postponement of the special meeting, we intend that shares of voting HCA Common Stock represented by properly submitted proxies will be voted in accordance with the recommendations of our board of directors.

Questions and Additional Information

If you have more questions about the merger or how to submit your proxy, or if you need additional copies of this proxy statement or the enclosed proxy card or voting instructions, please call our proxy solicitor, Georgeson Inc., toll-free at (888) 264-7052 (banks and brokerage firms call collect at (212) 440-9800), or contact HCA in writing at our principal executive offices at One Park Plaza, Nashville, Tennessee 37203, Attention: John M. Franck II, Vice President and Corporate Secretary, or by telephone at (615) 344-9551.

Availability of Documents

The reports, opinions or appraisals referenced in this proxy statement and filed as exhibits to the Schedule 13E-3 filed by the Company concurrently with this proxy statement will be made available for inspection and copying at the principal executive offices of the Company during its regular business hours by any interested holder of HCA Common Stock.

SPECIAL FACTORS

This discussion of the merger is qualified by reference to the merger agreement, which is attached to this proxy statement as Annex A. You should read the entire merger agreement carefully as it is the legal document that governs the merger.

Background of the Merger

The Company regularly reviews and evaluates its business strategy and strategic alternatives with the goal of enhancing shareholder value. As part of these reviews, management and the board of directors on various occasions have received advice from Merrill Lynch, Pierce, Fenner & Smith Incorporated (Merrill Lynch), one of the Company s financial advisors. Merrill Lynch has advised the Company in connection with various transactions over the last several years, including, most recently, in connection with the Company s repurchase of its outstanding shares in a modified Dutch auction tender offer completed in November 2005.

Throughout early 2006, at the request of management, Merrill Lynch reviewed with management various strategic alternatives including potential acquisition opportunities (including domestic for-profit and not-for-profit hospital providers, international hospital providers and other ancillary healthcare providers) and other financial alternatives for the Company, including further leveraged recapitalizations. On April 5, 2006, Merrill Lynch met with management to discuss trends in leveraged buyout transactions (including increased activity within the private equity community and conditions in the leveraged lending markets) and, based on management s January 2006 projections, reviewed a hypothetical leveraged buyout transaction involving the Company at a per share price ranging from $55.00 to $59.00. The hypothetical transaction assumed that the Company would perform in accordance with the projections that had been provided by management to Merrill Lynch in January 2006, assumed a leverage ratio of six times debt to earnings before interest, taxes, depreciation and amortization, and assumed that the Company s existing $8.8 billion of public indebtedness would remain outstanding. Management subsequently advised Merrill Lynch that the January 2006 financial projections that Merrill Lynch had used in its analysis had been revised downward by management in light of the Company s operating results for the year to date and provided these revised projections to Merrill Lynch. After reviewing these revised projections, Merrill Lynch advised management that, although a leveraged buyout transaction could potentially be achieved based on the revised projections, the transaction would likely be at a price range below the range previously reviewed with management. The January 2006 projections, the revised projections provided to Merrill Lynch in April 2006 and a further revised downward set of projections prepared in May 2006 are all described below under Important Information About HCA Projected Financial Information.

Following the receipt of Merrill Lynch s advice that a leveraged buyout transaction could potentially be achieved based on the revised April projections, management decided that it would be appropriate to explore further the feasibility of such a transaction. On or about April 11, 2006, Dr. Frist contacted a representative of Bain to discuss generally the feasibility of a leveraged buyout transaction involving the Company, the potential participation by management and Dr. Frist in the transaction, and private equity firms with the requisite resources and experience to participate in such a transaction. On or about April 20, 2006, management contacted representatives of Bain and KKR to set up a meeting with members of management and Dr. Frist to explore further the feasibility of a leveraged buyout transaction involving the Company. Management contacted Bain and KKR because of the reputations that Bain and KKR have as leading private equity firms capable of completing large, complex leveraged buyout transactions and, in part, because of Dr. Frist s investments in funds advised by Bain and management s and Dr. Frist s familiarity with KKR. On or around this time, Merrill Lynch introduced management to Merrill Lynch Global Private Equity, Merrill Lynch s private equity affiliate.

On April 22, 23 and 24, 2006, the Company entered into confidentiality agreements with each member of the sponsors.

On April 24, 2006, in response to management s and Dr. Frist s requests for a meeting, management, Dr. Frist and Merrill Lynch met with representatives of the sponsors to discuss, on a preliminary basis, the

feasibility of a leveraged buyout transaction of the Company by the sponsors. Management and Dr. Frist assumed that they would be required to participate with the sponsors in a leveraged buyout transaction involving the Company. In discussing the framework and possible structure of such a transaction at the April 24 meeting, management and Dr. Frist assumed a hypothetical capital structure for the surviving corporation that included a contribution by management and Dr. Frist of approximately $750 million to the equity of the surviving corporation. Representatives of the sponsors advised management and Dr. Frist that they would perform a preliminary analysis and report to management and Dr. Frist their conclusions regarding the feasibility of such a transaction.

On May 3, 2006, representatives of the sponsors advised management and Merrill Lynch of their preliminary conclusion that an acquisition of the Company in a leveraged buyout transaction was feasible and requested permission for the sponsors and their potential financing sources to perform a due diligence review of the Company so that the sponsors could confirm this view and begin to formulate a proposal. On May 4, 2006, management advised Mr. Frederick W. Gluck, presiding director of the board of directors, and several other directors individually, of the sponsors preliminary view of the feasibility of a leveraged buyout transaction. Mr. Gluck agreed with management that a special meeting of the board of directors should be called to consider the matter.

At a special meeting of the board of directors held by telephone on May 8, 2006, management advised the board of directors of the discussions that had taken place to date with the sponsors with respect to the exploration of the feasibility of a possible leveraged buyout transaction involving the Company. Management also advised the board of directors of the sponsors request to perform due diligence to confirm their preliminary view regarding the feasibility of such a transaction. The board of directors was aware that Dr. Frist and Messrs. Bovender and Bracken had met with representatives of the sponsors regarding the feasibility of a possible leveraged buyout transaction and that it would be customary for management and Dr. Frist to participate in such a transaction. For these reasons and because it was customary for the board of directors to meet in executive session for some portion of each meeting, Messrs. Bovender and Bracken and Dr. Frist left the meeting, and the board of directors met in executive session with a representative of Bass, Berry & Sims PLC (Bass Berry), the Company s regular corporate counsel, who reviewed the board of directors fiduciary duties in connection with the request of the sponsors. The board of directors then discussed generally the strategic alternatives available to the Company, including a leveraged buyout transaction. After discussion, the board of directors determined to defer any decision on whether to permit the sponsors to perform a due diligence review of the Company until the May 24, 2006 regularly scheduled meeting of the board of directors, in order to receive additional information regarding all strategic alternatives available to the Company.

A meeting of the board of directors was held on May 24, 2006. At the meeting, Dr. Frist and Messrs. Bovender and Bracken excused themselves and the board of directors met in executive session with a representative of Bass Berry who reviewed the board of directors fiduciary duties in connection with its evaluation of possible strategic alternatives to be discussed at the meeting. Management and Dr. Frist then rejoined the meeting and the board of directors received a report from management on the Company s year-to-date operations through April and conducted other regular business. The board of directors continued its meeting on May 25, 2006, at which representatives of Merrill Lynch reviewed with the board of directors the strategic alternatives for the Company that management, with the assistance of Merrill Lynch, had reviewed since a meeting of the board of directors in September 2005, the issues currently affecting the healthcare industry generally as well as the Company, and strategic alternatives for the Company going forward, including continuing as a stand-alone company, or effecting acquisitions, both in the United States and internationally, spin-offs or divestitures of selected assets, additional stock repurchases, a leveraged recapitalization or a leveraged buyout transaction. In connection with the foregoing review, Merrill Lynch reviewed the advantages and disadvantages to the Company of a number of hypothetical transactions involving public and private companies. Merrill Lynch noted that, despite the strategic initiatives that the Company had taken over the last several years, its valuation, along with that of its peers, had suffered because of the key trends impacting the industry generally, namely inconsistent revenues and increasing levels of bad debt because of the increasing numbers of uninsured patients. Merrill Lynch also noted that, because of the Company s size, it was difficult to find actionable strategic

opportunities that could move the needle. Merrill Lynch further noted that an open market repurchase strategy would not substantially change the growth profile of the Company, and that the Company s significant purchases of its stock in the recent past had not proven to be a significant long-term catalyst to higher stock prices. In connection with its review of a possible, significant leveraged recapitalization that would deliver a meaningful return to our shareholders, Merrill Lynch noted that such a recapitalization would provide a limited return given the increased cost of debt financing, would make the Company vulnerable to a credit downgrade and would curtail the Company s ability to execute significant acquisitions for some period of time. Merrill Lynch also noted that HCA as a private company could incur leverage substantially greater than the leverage investors would likely find acceptable for HCA as a public company. Messrs. Bovender and Bracken and the representatives of Merrill Lynch were then excused from the meeting, and Dr. Frist addressed the board of directors regarding his views of the proposed transaction in light of his long history with, and knowledge of the businesses of, the Company and in his capacity as a founder of the Company. Dr. Frist noted that the Company s earnings before interest, taxes, depreciation and amortization and the Company s stock price had both been relatively flat for the past several years and that the proposed transaction would offer shareholders an opportunity to immediately realize the value of their common stock at a fair price. Dr. Frist also noted his view of the disadvantages of HCA s public company status, in particular, the complexity and expense of operating a public company. Dr. Frist then excused himself from the meeting, and the board of directors met in executive session with a representative of Bass Berry. In executive session, the board of directors discussed the strategic alternatives presented at the meeting and discussed the sponsors request for permission to perform due diligence on the Company so that the sponsors could confirm their preliminary view regarding the feasibility of a leveraged buyout transaction involving the Company. After discussion, the board of directors met in executive session and, after consideration of Merrill Lynch s presentation of the Company s strategic alternatives, decided to allow the sponsors and Banc of America Securities LLC (Banc of America Securities), a potential financing source, to undertake a due diligence investigation of the Company. As a condition to their due diligence, the board of directors required each sponsor to enter into a more extensive confidentiality agreement, and Banc of America Securities to enter into an appropriate confidentiality agreement, in each case containing, among other things, standstill provisions. In addition, the board of directors authorized Mr. Gluck in his capacity as presiding director of the board of directors to oversee the due diligence process and to report to the board of directors on the process and any decisions made. The board of directors also instructed management not to negotiate with the sponsors representatives regarding the terms on which management might participate with the sponsors in a transaction involving the Company. In light of the possibility that the Company might explore a leveraged buyout transaction in which Dr. Frist and members of management might participate, the board of directors also discussed at the May 25 executive session the desirability of establishing a special committee comprised of directors who were independent of the Company, the sponsors, management and Dr. Frist. In connection with its review of the strategic alternatives available to the Company at the May 25 board of directors meeting, the board of directors directed management to retain McKinsey & Company (McKinsey) on behalf of the Company to analyze the projections for the Company prepared by management in light of McKinsey s previous work for the Company and its expertise in the healthcare industry generally.

The sponsors commenced a due diligence review of the Company on May 26, 2006. As part of its due diligence, the sponsors requested that the Company permit them to engage McKinsey as a consultant. Mr. Gluck, acting for the board of directors, denied this request but agreed that the results of McKinsey s analyses could be shared and discussed with the sponsors.

On June 16, 2006, the board of directors met by telephone in executive session without Dr. Frist and Messrs. Bovender and Bracken and with a representative of Bass Berry participating, and discussed further the desirability of establishing a special committee comprised of directors who were independent of the Company, the sponsors, management and Dr. Frist. Mr. Gluck reviewed the steps he had taken, in his capacity as presiding director, to prepare the board of directors to meet its responsibilities in the event the transaction was determined to be feasible and one that the board of directors determined should be explored further, including interviews of potential independent legal and financial advisors who were experienced in advising special committees in similar situations.

The sponsors requested that Citigroup Global Markets Inc. (Citigroup), another potential financing source, be permitted to conduct due diligence. Mr. Gluck, on behalf of the board of directors, agreed provided that Citigroup would agree not to, without the prior written consent of the Company, enter into any exclusive agreement or arrangement with any sponsor to provide or arrange financing in connection with a possible transaction involving the Company. On June 26, 2006, Citigroup entered into a confidentiality agreement containing that provision.

On June 30, 2006, the sponsors representatives contacted management and stated that the sponsors had conducted sufficient due diligence to confirm their view that a leveraged buyout involving the Company was feasible and that the sponsors expected to be in a position to determine whether to submit a proposal regarding such a transaction by July 14, 2006. The sponsors also requested the ability to include additional equity and financing sources in the due diligence process as well as the ability to engage in discussions with management and Dr. Frist regarding their participation in such a transaction.

At a special meeting of the board of directors held by telephone on June 30, 2006, management advised the board of directors about the sponsors conclusions and requests. In connection with the sponsors request to engage in discussions with management and Dr. Frist regarding a potential leveraged buyout transaction involving the Company, management and Dr. Frist advised the board of directors that they would be prepared to discuss their participation in such a transaction. The board of directors, acting in executive session without Dr. Frist and Messrs. Bovender and Bracken participating, established a special committee consisting of Mr. Gluck (as Chairman), Mr. C. Michael Armstrong, Mr. Charles O. Holliday, Jr., Mr. T. Michael Long and Mr. Kent C. Nelson. The special committee was delegated the full power and authority to, among other things, review, evaluate and, if appropriate, negotiate a possible acquisition of the Company by the sponsors and any alternatives thereto and, as appropriate, reject or recommend to the full board of directors a proposed transaction with the sponsors or any alternative thereto.

Following the board of directors meeting on June 30, the special committee held a telephonic meeting to consider the retention of independent counsel and financial advisors. Mr. Gluck noted that, as he had informed the board of directors at its June 16 meeting, he had interviewed possible legal and financial advisors. After discussion, the special committee determined to engage Shearman & Sterling LLP (Shearman & Sterling) as its legal advisor. Representatives of Shearman & Sterling joined the meeting and discussed the terms under which the special committee might engage a financial advisor to the special committee. Representatives of Credit Suisse were then invited to join the meeting and, along with Shearman & Sterling, discussed with the special committee certain preliminary matters relating to the special committee process. The Credit Suisse representatives then left the meeting, and, after discussion, the special committee determined to engage Credit Suisse as its financial advisor. In light of his role as a senior advisor to our board of directors and his knowledge of the Company, and at the request of the special committee, a senior representative of Bass Berry agreed to be available to the special committee as requested and to maintain confidential all matters relating to the special committee, including the substance of any deliberations and any process it may adopt in connection with any possible transaction involving the Company. This senior representative of Bass Berry attended this telephonic meeting on June 30 and each meeting of the special committee thereafter.

A meeting of the special committee was held by telephone on July 3, 2006. At the meeting, representatives of Shearman & Sterling reviewed with the special committee its fiduciary duties in connection with its consideration of a possible proposal by the sponsors and all alternatives thereto. The special committee also discussed with its advisors the requests that had been made by the sponsors for the Company s approval for discussions between the sponsors and additional potential debt and equity sources, members of management of the Company and Dr. Frist. After discussion, the special committee determined that the sponsors should not be permitted to approach additional debt or equity financing sources at that time. The special committee also determined that, provided that no exclusive arrangement be entered into between the Frist family and the sponsors regarding a potential transaction involving the Company, the sponsors should be permitted to have preliminary discussions with Dr. Frist regarding his support for a potential transaction and the terms on which he and other members of his family might

participate in a potential transaction. The special committee authorized management to engage at the Company s expense legal counsel to represent management in connection with the proposed transaction and determined that the sponsors could have preliminary discussions with management regarding the general terms on which management might participate in a transaction.

On July 5, 2006, at the request of the special committee, management met with representatives of Credit Suisse in Nashville and gave a presentation regarding the Company s financial results and projections.

On July 7, 2006, Mr. Gluck had conversations with the other members of the special committee regarding the desirability of engaging Morgan Stanley as an additional financial advisor to the special committee. The special committee members agreed that the special committee should engage Morgan Stanley as an additional financial advisor to the special committee, because of the size and complexity of the potential transaction.

On July 10, 2006, Mr. Armstrong submitted his resignation from the special committee in order to avoid any appearance of a possible conflict of interest as a result of his position as a director of Citigroup, which had been identified as a potential financing source for the sponsors. On July 11, 2006, the board of directors of the Company appointed Ms. Glenda A. Hatchett to the special committee to replace Mr. Armstrong.

On July 11, 2006, representatives of Credit Suisse and Shearman & Sterling met with representatives of McKinsey to review McKinsey s analyses to date of the Company and its prospects, which analyses are summarized under Important Information About HCA Projected Financial Information beginning on page 84. Also on July 11, 2006, representatives of Credit Suisse, Morgan Stanley and Shearman & Sterling met with representatives of the sponsors, Merrill Lynch and Citigroup as well as the sponsors legal advisors, at Credit Suisse s offices in New York. During the meeting, representatives of the sponsors made a presentation to representatives of Credit Suisse, Morgan Stanley and Shearman & Sterling regarding their views of the Company s prospects and strategic alternatives. In particular, the sponsors noted that they believed that the Company was operating in a challenging environment, that its growth had decelerated, and that it lacked actionable strategic alternatives that could drive shareholder value. The sponsors also noted that the Company s earnings per share over the past several years had frequently been below Wall Street consensus and that analysts were increasingly focused on the impact of insurance gains and reserve reversals on the Company s earnings per share. The sponsors discussed their views of the present value of the Company s future stock price through 2009, and noted that McKinsey s view of the projected growth in earnings of the Company through 2009 was less optimistic than management s projections. The sponsors also discussed their views regarding the likely trading ranges of the Company s stock in light of the Company s preliminary second quarter results and prospects for the remainder of 2006 and 2007.

A meeting of the special committee was held by telephone on the evening of July 11. At the meeting, the special committee reviewed with its financial and legal advisors the process under which the special committee would receive and respond to a proposal from the sponsors. The special committee noted the advantages of reaching a decision regarding whether to proceed with a transaction with the sponsors before the date on which the Company expected to announce its second quarter results (which on the basis of preliminary results the special committee understood would not meet Wall Street expectations), and of avoiding the disruption to the Company and its operations that would occur following the public announcement by the Company of its receipt of a proposal from the sponsors if such a proposal, and any ensuing proposals, were unacceptable to the special committee. In light of these advantages, the special committee determined to pursue a process whereby any proposal by the sponsors would be considered by the special committee and, if acceptable to the special committee, would be negotiated prior to, and any definitive agreement in connection with such proposal would be announced simultaneously with, the Company s announcement of its second quarter results. The special committee also discussed that it would be willing to proceed with a process on this basis only if the financial and other terms of the proposal were sufficiently attractive to the special committee, including that the special committee would retain the

ability to solicit and accept alternative proposals for the acquisition of the Company even after the execution of a definitive agreement with the sponsors. The special committee authorized its advisors to pursue this process with the advisors to the sponsors. In response to the request made by the sponsors to representatives of the special committee, the special committee also authorized the sponsors to approach JPMorgan Chase Bank about possible participation as a financing source, provided that JPMorgan Chase Bank would agree not to, without the prior written consent of the Company, enter into any exclusive agreement or arrangement with any sponsor to provide or arrange financing in connection with a possible transaction involving the Company.

Also at the July 11 meeting, the special committee formally approved the engagement of Morgan Stanley as a second financial advisor to the special committee, which engagement had been agreed by the special committee on July 7, 2006.

Following their respective retentions, each of Credit Suisse, Morgan Stanley and Shearman & Sterling conducted a due diligence review of the Company, including meetings and discussions with various members of senior management of the Company.

On July 14, 2006, representatives of Credit Suisse and Morgan Stanley met with management to review various strategic alternatives that might be available to the Company, and representatives of Shearman & Sterling and of Simpson Thacher & Bartlett LLP (Simpson), counsel to the sponsors, discussed the principal terms of a potential merger agreement that might be entered into in the event the special committee determined to pursue a proposal by the sponsors. Also on July 14, representatives of Merrill Lynch informed representatives of Credit Suisse that the sponsors would be prepared to submit a proposal to acquire the Company for $48.75 per share in cash, subject to negotiation of an acceptable merger agreement, the ability of the sponsors to arrange financing on acceptable terms and the ability of the sponsors to reach acceptable arrangements with members of senior management and Dr. Frist.

An all-day meeting of the special committee was held on July 17, 2006 at the offices of Shearman & Sterling in New York. At the meeting, representatives of Shearman & Sterling again reviewed with the special committee its fiduciary duties in connection with its consideration of a possible proposal by the sponsors and all alternatives thereto, and representatives of Credit Suisse reported on the July 14 conversation with Merrill Lynch. Messrs. Bovender, Bracken and Johnson, members of senior management of the Company, then joined the meeting and provided the special committee with a report on the Company s financial results through June 30, 2006. McKinsey then reviewed with the special committee its analyses of the Company s growth prospects over the next three years, which forecasted EBITDA growth through 2009 that was lower than management s forecast for the same period (see Important Information About HCA Projected Financial Information).

At the July 17 meeting, representatives of Credit Suisse and Morgan Stanley provided the special committee with an assessment of various strategic alternatives available to the Company and reviewed with the special committee their preliminary financial analyses. In reviewing the strategic alternatives available to the Company, representatives of Credit Suisse and Morgan Stanley discussed recent operational and financial initiatives of the Company; that there were a limited number of opportunities to grow the Company through acquisitions given the Company s size relative to possible targets; that spin-offs or divestitures of underperforming assets could create value but that there may be potential for dissynergies upon separation of assets; that a leveraged recapitalization could create an immediate return of capital to shareholders but could reduce the financial flexibility of the Company due to higher leverage levels; and that there were a limited number of potential strategic acquirers to which the Company could be sold or merged, and that the Company could be subject to significant risks if such a transaction did not close. After discussion, the special committee instructed its advisors to inform representatives of the sponsors that the special committee would not be prepared to pursue a proposal unless it was at a significantly higher price than the $48.75 per share price proposed by the sponsors, that the price proposed by the sponsors did not reflect the long term value of the Company or provide sufficient value to shareholders as compared to other alternatives and that, unless the sponsors were prepared to make a proposal at a significantly higher

price, the special committee would terminate discussions with the sponsors and instruct management to proceed with its plans to announce the Company s second quarter earnings.

Immediately after the July 17 meeting, the special committee s advisors informed the sponsors representatives of the special committee s position.

On July 18, 2006, representatives of the sponsors contacted representatives of Credit Suisse by telephone and informed them that the sponsors would be willing to submit a proposal for a sale of the Company at $50.50 per share, subject to the same conditions as their prior indication. Credit Suisse reported the sponsors increased price indication at a meeting of the special committee held by telephone shortly thereafter. Dr. Frist had asked for an opportunity to present to the special committee his views of the proposed transaction in light of his long history with, and knowledge of the businesses of, the Company and in his capacity as a founder of the Company. The special committee, in response to this request, permitted Dr. Frist to join the meeting by telephone. He joined the meeting briefly to review with the special committee the reasons why he thought the Company should be taken private at this time, assuming that the price to be paid in such transaction was fair, including that the Company s earnings before interest, taxes, depreciation and amortization and the Company s stock price had both been relatively flat for the past several years and that the proposed transaction would offer shareholders an opportunity to immediately realize the value of their common stock at a fair price. Dr. Frist also noted his view of the disadvantages of HCA s public company status, in particular, the emphasis placed by public markets on short-term returns and the complexity and expense of operating a public company. Dr. Frist then left the meeting. The special committee returned immediately to its previous discussion with its advisors regarding the revised indication from the sponsors. After this discussion, the special committee instructed its advisors to inform the representatives of the sponsors that the special committee would not pursue a proposal at $50.50 per share, but would consider a proposal at $52.00 per share.

In the evening on July 18, representatives of Merrill Lynch contacted the special committee s advisors and informed them that the sponsors would be prepared to submit their best and final offer of $50.75 per share, subject to the same conditions as their prior indication. The special committee reconvened its meeting to discuss the revised price indication. After discussion, the special committee instructed its advisors to tell the sponsors representatives that the special committee would only be prepared to pursue a proposal at $51.00 per share. Later in the evening on July 18, representatives of the sponsors contacted the special committee s advisors and informed them that the sponsors would be willing to submit a proposal for the Company at $51.00 per share, subject to the same conditions as their prior indication.

A telephonic meeting of the special committee was held the morning of July 19, 2006. At the meeting, the special committee s advisors updated the special committee regarding the sponsors willingness to submit a proposal at $51.00 per share. In light of this information, the special committee authorized its legal and financial advisors to continue discussions with the sponsors representatives to determine whether a definitive agreement could be reached. The sponsors were also authorized to commence discussions with management and Dr. Frist regarding the specific terms of their participation in a potential transaction.

On July 19, 2006, Simpson delivered an initial draft of a merger agreement to Shearman & Sterling. Shearman & Sterling delivered comments on the draft merger agreement to Simpson on July 21, 2006.

During the period from July 21 through July 23, 2006, the parties negotiated the terms of the draft merger agreement and the separate guarantee agreements to be entered into by the funds sponsored by Bain, KKR and Merrill Lynch Global Private Equity and the Frist Entities, under which the funds and the Frist Entities would guarantee the payment of the termination fee payable by Parent and Merger Sub under the merger agreement in certain circumstances. In addition, during the period from July 20 through July 23, 2006, management, the sponsors and legal counsel for management negotiated the terms on which management would participate in the transaction, including employment terms, severance, investment commitment, incentive equity and continuing representation on the board of directors of the surviving corporation. During these negotiations, the sponsors indicated that it was critical to their willingness to

proceed with the proposed transaction that certain members of the Senior Management Group (as defined on page 55 of this proxy statement) reach preliminary agreement with the sponsors regarding their participation in the transaction. During the same period, the sponsors and legal counsel to Dr. Frist negotiated the terms on which Dr. Frist would participate in the transaction, including the Frist Entities rollover equity commitment and representation on the board of directors of Parent. As instructed by the special committee, the management discussions were conditioned on management s agreement that it would not commit to be exclusive to the sponsors, and accordingly would be available to enter into similar discussions and arrangements with any subsequent bidder for the Company.

At a meeting of the special committee held at Shearman & Sterling s offices in New York on July 23, 2006, representatives of Shearman & Sterling reviewed with the special committee its fiduciary duties, the terms of the merger agreement and guarantees, and the issues in the merger agreement that remained open. The special committee gave guidance to Shearman & Sterling as to how to respond to these issues, in particular with respect to the length of the go-shop period, and related termination fee provisions, including that the Company should be required to pay a lower termination fee to the sponsors if it accepted an alternative superior proposal that had been made during the go-shop period, as opposed to the termination fee payable by the Company and the sponsors under other circumstances. Also at the July 23 meeting, representatives of Credit Suisse and Morgan Stanley reviewed with the special committee their financial analyses of the $51.00 per share merger consideration and again reviewed with the special committee the strategic alternatives for the Company that had been reviewed in detail with the special committee at the July 17, 2006 meeting. Following the financial advisors presentation, the special committee adjourned its meeting until later in the day to allow its legal advisors to negotiate with the sponsors representatives regarding the outstanding merger agreement issues.

Over the course of the day on July 23, 2006, the parties and their respective advisors finalized the terms of the merger agreement. At the reconvened meeting of the special committee on July 23, Shearman & Sterling described how the principal unresolved issues discussed earlier in the day had been resolved, as well as the terms on which management and Dr. Frist would participate in the transaction. Each of Credit Suisse and Morgan Stanley rendered to the special committee an oral opinion, which opinion was subsequently confirmed in writing, to the effect that, as of that date and based upon and subject to the assumptions, limitations, qualifications and other matters described in its opinion, the merger consideration was fair, from a financial point of view, to the unaffiliated shareholders. After considering the proposed terms of the merger agreement and other transaction agreements and the various presentations of its legal and financial advisors, the special committee unanimously resolved to recommend that the board of directors approve and declare advisable the merger agreement and the merger and that the board of directors resolve to recommend that the Company s shareholders adopt the merger agreement.

The Company s board of directors met thereafter and received the same presentation from management as management had made to the special committee on July 17, 2006. In addition, McKinsey gave to the board of directors the same presentation that it had given to the special committee on July 17. The board of directors (excluding Dr. Frist and Messrs. Bovender, Bracken and Armstrong) then received presentations from the special committee s legal and financial advisors, as well as the recommendation of the special committee. Following these presentations and discussions among the members of the board of directors and their advisors, members of the board of directors determined to adjourn until early in the morning of July 24.

The Company s board of directors (excluding Dr. Frist and Messrs. Bovender, Bracken and Armstrong) met again early in the morning of July 24, 2006. Following discussions among and questions by the members of the board of directors to the special committee s financial and legal advisors, the Company s board of directors, by unanimous action of the directors present, approved and declared advisable the merger agreement and the merger and resolved to recommend that the Company s shareholders adopt the merger agreement.

After the July 24 meeting of the Company s board of directors, the Company, Parent and Merger Sub executed the merger agreement and issued a press release announcing the merger and describing the go-shop period prior to the opening of trading on the NYSE.

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During the period from July 24, 2006 through September 12, 2006, under the supervision of the special committee, representatives of Credit Suisse and Morgan Stanley contacted parties that they believed, based on size and business interests, would be capable of, and might be interested in, consummating an acquisition of the Company. During this period, Credit Suisse and Morgan Stanley contacted or were contacted by twenty-three parties. As of the date of this proxy statement, no party has submitted a proposal to pursue a transaction involving the Company.

Reasons for the Merger; Recommendation of the Special Committee and of Our Board of Directors; Fairness of the Merger

The Special Committee

The special committee, acting with the advice and assistance of its independent legal and financial advisors, evaluated and negotiated the merger proposal, including the terms and conditions of the merger agreement, with Parent and Merger Sub. The special committee unanimously determined that the merger agreement and the transactions contemplated thereby, including the merger, are advisable, fair to and in the best interests of the Company and our unaffiliated shareholders and recommended to our board of directors that (i) the board of directors approve and declare advisable the merger agreement and the transactions contemplated thereby, including the merger and (ii) the board of directors recommend the adoption by our shareholders of the merger agreement.

In the course of reaching its determination, the special committee considered the following substantive factors and potential benefits of the merger, each of which the special committee believed supported its decision:

its belief that the merger was more favorable to unaffiliated shareholders than the alternative of remaining a stand-alone, independent company, because of the uncertain returns to such shareholders if the Company remained independent in light of the Company s business, operations, financial condition, strategy and prospects (taking into account, in particular, management s financial projections of the future financial performance and earnings of the Company (see Important Information About HCA Projected Financial Information); recent industry trends, as discussed with McKinsey, management and the special committee s financial advisors; McKinsey s analyses, which forecasted earnings before interest, taxes, depreciation and amortization growth through 2009 that was lower than management s forecast for the same period (see Important Information About HCA Projected Financial Information); and the analyses reviewed with the special committee s financial advisors on July 17, 2006), as well as the risks involved in achieving those returns, the nature of the industry in which the Company competes, and general industry, economic, market and regulatory conditions, both on an historical and on a prospective basis;

its belief that the merger was more favorable to unaffiliated shareholders than the potential value that might result from other alternatives available to the Company, including the alternatives of pursuing other strategic initiatives such as additional stock repurchases, spin-offs or divestitures of selected assets, potential acquisitions or a leveraged recapitalization, given the potential rewards, risks and uncertainties associated with those alternatives, as reviewed with the special committee s financial advisors on July 17, 2006 (see Special Factors Background of the Merger beginning on page 19);

the special committee s belief that $51.00 per share was at the high end of the range that could be payable in a leveraged buyout transaction involving the Company, as reviewed by Credit Suisse and Morgan Stanley with the special committee in connection with their financial analyses described in Opinions of Financial Advisors Financial Analyses ;

the fact that the Company s performance during the second quarter of 2006, and its prospects for the remainder of 2006 and 2007, could result in a decrease in the Company s stock price, at least in the short to medium term;

McKinsey s analysis that the Company s EBITDA growth through 2009 would be lower than that currently being forecast by management and that, while improvements in the Company s operating performance could yield EBITDA results in excess of those forecast by either McKinsey or management, the achievement of such improvements was uncertain and would be subject to execution risk (see Important Information About HCA Projected Financial Information);

the current and historical market prices of the HCA Common Stock, including the market price of the HCA Common Stock relative to those of other industry participants and general market indices, including the fact that the Company has generally traded in-line with other industry participants and that the stock price performance of the Company and other industry participants had declined as compared to the S&P 500 Index since the second quarter of 2005; the fact that the cash merger price of $51.00 per share represented a premium of approximately 18% to the closing share price of the HCA Common Stock on July 18, 2006, the last trading day prior to press reports of rumors regarding a potential acquisition of the Company, and the special committee s belief that the cash merger price of $51.00 per share would represent a greater premium to the Company s stock price following the announcement of the Company s second quarter earnings;

the information contained in the financial presentations of Credit Suisse and Morgan Stanley, including the separate opinions of Credit Suisse and Morgan Stanley as to the fairness, from a financial point of view, to the unaffiliated shareholders, of the merger consideration to be received by such holders in the merger (see Special Factors Opinions of Financial Advisors);

the efforts made by the special committee and its advisors to negotiate and execute a merger agreement favorable to the Company;

the financial and other terms and conditions of the merger agreement as reviewed by the special committee, including the fact that the merger would not be subject to a financing condition, and the fact that they were the product of negotiations between the parties;

the fact that the merger consideration is all cash, so that the transaction allows the Company s unaffiliated shareholders to immediately realize a fair value, in cash, for their investment and provides such shareholders certainty of value for their shares;

the fact that the terms of the merger agreement provided the Company a 50-day post-signing go-shop period during which the Company solicited additional interest in transactions involving the Company and, after such 50-day period, permit the Company to respond to unsolicited proposals under certain circumstances (for additional information regarding the results of the Company s solicitations during the go-shop period see page 27 of this proxy statement in the section Background of the Merger);

the fact that, subject to compliance with the terms and conditions of the merger agreement, the Company is permitted to change its recommendation or terminate the merger agreement, prior to the adoption of the merger agreement by our shareholders, in order to approve an alternative transaction proposed by a third party that is a superior proposal as defined in the merger agreement, upon the payment to Parent of: (i) a $300 million termination fee (representing approximately 1.4% of the total equity value of the transaction) in the event that such proposal was made during the 50-day go-shop period, or (ii) a $500 million termination fee (representing approximately 2.4% of the total equity value of the transaction) in the event that such proposal was made by a third-party after the end of the go-shop period;

the fact that members of the Company s management who plan to participate in the transaction did not commit to be exclusive to the sponsors and are therefore available to enter into discussions and arrangements with any

subsequent bidder for the Company, and the fact that Dr. Frist can, subject to certain limitations, participate in due diligence discussions with third parties who are contemplating making a proposal to acquire the Company;

the availability of appraisal rights to holders of the HCA Common Stock who comply with all of the required procedures under Delaware law, which allows such holders to seek appraisal of the fair value of their shares as determined by the Delaware Court of Chancery;

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the commitment made by Parent and Merger Sub to treat the Company s employees in a fair and equitable manner, including to provide (for one year from the effective date of the merger) each employee of the Company with at least the same level of salary or hourly wage rate, commission structure and opportunities, and/or cash bonus opportunities under annual programs (other than equity-based compensation or award opportunities) that was provided to such employee immediately prior to the merger and to provide employee severance, pension and welfare benefits (other than equity-based benefits) to employees that are no less favorable in the aggregate than those provided to employees immediately prior to the merger; and

the fact that the Company would not have to establish damages in the event of a failure of the merger to be consummated under certain circumstances in light of the $500 million termination fee payable by Parent.

In addition, the special committee believed that sufficient procedural safeguards were and are present to ensure the fairness of the merger and to permit the special committee to represent effectively the interests of the Company s unaffiliated shareholders without retaining an unaffiliated representative to act solely on behalf of the Company s unaffiliated shareholders. The special committee considered a number of factors relating to these procedural safeguards, including those discussed below, each of which it believed supported its decision and provided assurance of the fairness of the merger to the unaffiliated shareholders of the Company:

the fact that, other than for customary fees payable to members of the special committee (that were not contingent on the special committee s recommendation of a transaction or the consummation of a transaction), the directors (other than Dr. Frist and Messrs. Bovender and Bracken) will not receive any consideration in connection with the merger that is different from that received by any other unaffiliated shareholder of the Company;

the fact that negotiations were conducted under the oversight of a special committee comprised solely of independent directors who are not employees of the Company and who have no financial interest in the merger that is different from that of the unaffiliated shareholders of the Company;

the fact that the special committee retained and received advice and assistance from its own independent financial and legal advisors in evaluating, negotiating and recommending the terms of the merger agreement;

the fact that the special committee had ultimate authority to decide whether or not to proceed with a transaction or any alternative thereto, subject to our board of directors approval of the merger agreement;

the fact that the financial and other terms and conditions of the merger agreement were the product of negotiations between the special committee and its independent advisors, on the one hand, and the sponsors and their advisors, on the other hand;

the fact that the opinions of Credit Suisse and Morgan Stanley each address the fairness, from a financial point of view, to the unaffiliated shareholders, of the merger consideration to be received by such holders in the merger;

the fact that the Company is permitted under certain circumstances to solicit and respond to inquiries regarding acquisition proposals and, upon payment of a termination fee, to terminate the merger agreement in order to complete a superior transaction; and

the fact that under Delaware law, the shareholders of the Company have the right to demand appraisal of their shares.

In light of the procedural safeguards discussed above, the special committee did not consider it necessary to explicitly require adoption of the merger agreement by at least a majority of the Company s unaffiliated shareholders. In that regard, shareholders should note that as of October 6, 2006, the record date, Dr. Frist, members of the Frist family and his and their affiliates (including the Frist Entities), holders of shares of HCA Common Stock who are affiliates of Parent and the Management Rollover Holders held and are entitled to vote, in the aggregate, less than

approximately 8.2% of the outstanding HCA Common Stock.

The special committee also considered a variety of risks and other potentially negative factors concerning the merger agreement and the merger, including the following:

- the risks and costs to the Company if the merger does not close, including the diversion of management and employee attention, potential employee attrition and the potential effect on the Company s business and its relationships with physicians and patients;

- the fact that the Company s unaffiliated shareholders will not participate in any future earnings or growth of the Company and will not benefit from any appreciation in value of the Company, including any appreciation in value that could be realized as a result of improvements to the Company s operations;

- the terms of Dr. Frist s and management s participation in the merger and the fact that Dr. Frist and the Company s executive officers have interests in the transaction that are different from, or in addition to, those of the Company s other shareholders;

- the restrictions on the conduct of the Company s business prior to the completion of the merger, requiring the Company to conduct its business only in the ordinary course, subject to specific limitations, which may delay or prevent the Company from undertaking business opportunities that may arise pending completion of the merger;

- the fact that an all cash transaction would be taxable to the Company s shareholders that are U.S. persons for U.S. federal income tax purposes; and

- the fact that the Company is entering into a merger agreement with a newly formed corporation with essentially no assets and, accordingly, that its remedy in connection with a breach of the merger agreement by Parent or Merger Sub, even a breach that is deliberate or willful, is limited to $500 million.

In the course of reaching its decision to approve the merger agreement, the special committee did not consider the liquidation value of the Company s assets because it considers the Company to be a viable going concern business and views the trading history of the HCA Common Stock as an indication of its value as such. The special committee did consider the disposition of particular assets of the Company and determined, taking into account the analyses performed by Credit Suisse and Morgan Stanley, that the divestiture of such assets was unlikely to provide significant value to the Company or its shareholders. Having considered the absence of significant advantages to disposing of particular assets, the special committee did not consider it necessary to pursue an analysis of the Company s liquidation value. The special committee did not consider net book value, which is an accounting concept, as a factor because it believed that net book value is not a material indicator of the value of the Company as a going concern but rather is indicative of historical costs. The Company s net book value per share as of June 30, 2006 was $11.79. This value is substantially below the $51.00 per share cash merger consideration. The special committee s consideration of the factors described above reflects its assessment of the fairness of the merger to the Company s unaffiliated shareholders in relation to the going concern value of the Company on a stand-alone basis. The special committee considered the going concern value of the Company in making its determination regarding fairness. To measure the Company s going concern value, the special committee considered the analyses of discounted cash flow with respect to the Company (based on the projected financial information provided to Credit Suisse and Morgan Stanley by the management of the Company) as well as a comparison of certain stock market data for selected publicly traded companies to similar information for the Company, each contained in the presentation provided by Credit Suisse and Morgan Stanley. The special committee expressly adopted the analyses and the opinion of each of Credit Suisse and Morgan Stanley, among other factors considered, in reaching its determination as to the fairness of the transactions contemplated by the merger agreement. A summary of the Credit Suisse and Morgan Stanley presentation provided to the special committee is set forth in Special Factors Opinions of Financial Advisors Financial Analyses. The foregoing discussion summarizes the material factors considered by the special committee in its consideration of the merger. After considering these factors, the special committee concluded that the positive factors relating to the

merger agreement and the merger outweighed the potential negative factors. In view of the wide variety of factors considered by the special

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committee, and the complexity of these matters, the special committee did not find it practicable to quantify or otherwise assign relative weights to the foregoing factors. In addition, individual members of the special committee may have assigned different weights to various factors. The special committee approved and recommended the merger agreement and the merger based upon the totality of the information presented to and considered by it.

Our Board of Directors

Our board of directors (other than Messrs. Bovender and Bracken, Dr. Frist and Mr. C. Michael Armstrong), acting upon the unanimous recommendation of the special committee, at a meeting described above on July 24, 2006, (i) determined that the merger agreement and the transactions contemplated thereby, including the merger, are advisable, fair to and in the best interests of the Company and our unaffiliated shareholders; (ii) approved the merger agreement and the transactions contemplated thereby, including the merger and (iii) recommended the adoption by our shareholders of the merger agreement. As Messrs. Bovender and Bracken are the only directors who are employees of the Company, this approval of the merger agreement and the merger by our board of directors constitutes the approval by a majority of the directors of the Company who are not employees of the Company. In reaching these determinations, our board of directors considered (i) the financial presentation of Credit Suisse and Morgan Stanley that was prepared for the special committee and which was delivered to the board of directors at the request of the special committee, as well as the fact that the special committee received opinions delivered by Credit Suisse and Morgan Stanley as to the fairness, from a financial point of view, to the Company s unaffiliated shareholders of the merger consideration to be received by such holders in the merger and (ii) the unanimous recommendation and analysis of the special committee, as described above, and adopted such recommendation and analysis in reaching its determinations.

The foregoing discussion summarizes the material factors considered by our board of directors in its consideration of the merger. In view of the wide variety of factors considered by our board of directors, and the complexity of these matters, our board of directors did not find it practicable to quantify or otherwise assign relative weights to the foregoing factors. In addition, individual members of our board of directors may have assigned different weights to various factors. The board of directors approved and recommends the merger agreement and the merger based upon the totality of the information presented to and considered by it.

Messrs. Bovender and Bracken, who have each agreed to contribute a portion of the merger consideration that they receive in the merger to Parent in exchange for an equity interest in the surviving corporation after the merger, and Dr. Frist, whose affiliated entities, the Frist Entities, have each agreed to contribute a portion of their equity securities in the Company to Parent in exchange for an equity investment in Parent, recused themselves from the foregoing determination and approval due to their involvement in the transaction. Mr. C. Michael Armstrong also recused himself from the foregoing determination and approval because of his role as a member of the board of directors of Citigroup, which is providing financing to the sponsors.

Our board of directors recommends that you vote FOR the adoption of the merger agreement.

Purpose and Reasons for the Merger of Management Investors

Under the rules governing going private transactions, Messrs. Bovender and Bracken (the Management Investors) are deemed to be engaged in a going private transaction and are required to express their purpose and reasons for the merger to our unaffiliated shareholders. The Management Investors are making the statements included in this section solely for the purposes of complying with the requirements of Rule 13e-3 and related rules under the Exchange Act.

For the Management Investors, the primary purpose of the merger for HCA is to enable its unaffiliated shareholders to immediately realize the value of their investment in HCA through their receipt of the per share merger price of $51.00 in cash. In addition, the merger will also allow the Management Investors to immediately realize in cash the value of a portion of their respective holdings in HCA and, through their commitment to make an equity investment in the surviving corporation, to benefit from any

future earnings and growth of HCA after its stock ceases to be publicly traded. For a more complete description of the amounts to be realized and/or reinvested by the Management Investors in connection with the merger, see Interests of the Company s Directors and Executive Officers in the Merger New Arrangements with the Surviving Corporation After Closing Equity Roll Over Commitments and the table on page 56 of this proxy statement. The Management Investors believe that public company status imposes a number of limitations on HCA and its management in conducting HCA s operations, including restraints associated with meeting the expectations of market analysts. Accordingly, one of the purposes of the merger for the Management Investors is to afford greater operating flexibility to the Company, allowing management to concentrate on long-term growth and to reduce its focus on the quarter-to-quarter performance often emphasized by the public markets.

Purpose and Reasons for the Merger of Dr. Frist, Thomas F. Frist III and the Frist Entities

Under the rules governing going private transactions, Dr. Frist is, and Thomas F. Frist III and the Frist Entities could be, deemed to be engaged in a going private transaction and are required to express their reasons for the merger to our unaffiliated shareholders. The aforementioned persons are making the statements included in this section solely for the purposes of complying with the requirements of Rule 13e-3 and related rules under the Exchange Act.

For Dr. Frist, Thomas F. Frist III and the Frist Entities, the purpose of the merger is for Dr. Frist (together with certain members of Dr. Frist s family and other entities related to him) to immediately realize in cash the value of a portion of their holdings in HCA and, through the Frist Entities roll over equity commitment, to benefit from any future earnings and growth of HCA after its stock ceases to be publicly traded. Dr. Frist, collectively with the Frist Entities and the Frist permitted assignees anticipate rolling over a portion of their shares of HCA Common Stock in satisfaction of the Frist Entities roll over equity commitment. Any shares of HCA Common Stock held by Dr. Frist, the Frist Entities and the Frist permitted assignees that are not rolled over will be entitled to receive the merger consideration. Of the shares of HCA Common Stock over which Dr. Frist holds sole voting and dispositive power as of October 6, 2006, Dr. Frist anticipates that a portion will not be rolled over and will be entitled to receive the merger consideration. Thomas F. Frist III does not intend to roll over any shares of HCA Common Stock owned directly or indirectly by him apart from his interest in shares of HCA Common Stock that will be rolled over by Frisco, Inc., one of the Frist Entities. Thomas F. Frist III will receive the merger consideration with respect to all other shares of HCA Common Stock owned directly or indirectly by him. All of the shares of HCA Common Stock held by the Frist Entities will be rolled over in the merger except for 478,097 shares of HCA Common Stock held by Frisco Partners, which will be converted into the right to receive merger consideration aggregating $24,382,947.

Purpose and Reasons for the Merger of Parent, Merger Sub and the Sponsors

The proposed merger is a going private transaction. If the proposed merger is completed, HCA will become a subsidiary of Parent. For Parent and Merger Sub, the purpose of the merger is to effectuate the transactions contemplated by the merger agreement. For the sponsors, the purpose of the merger is to allow them to own equity interests in HCA and to bear the rewards and risks of such ownership after shares of HCA Common Stock cease to be publicly traded.

The sponsors believe that it is best for HCA to operate as a privately held entity. As a privately held entity, HCA will have the flexibility to focus on continuing improvements to its business without the constraints and distractions caused by the public equity market s valuation of HCA. Moreover, the sponsors believe that HCA s future business prospects can be improved through their active participation in the strategic direction and operations of HCA. Although the sponsors believe that there will be significant opportunities associated with their investment in HCA, they realize that there are also substantial risks (including the risks and uncertainties relating to HCA s prospects, including the prospects described in management s projections summarized under Important Information About HCA Projected Financial Information).

The sponsors believe that structuring the transaction as a going private merger transaction is preferable to other transaction structures because (i) it will enable Parent to acquire all of the outstanding shares of HCA at the same time, (ii) it represents an opportunity for HCA s unaffiliated shareholders to receive fair value for their shares and (iii) it also allows the Management Investors and the Frist Entities to maintain a significant portion of their investment in HCA.

Opinions of Financial Advisors

Opinion of Credit Suisse Securities (USA) LLC

The special committee retained Credit Suisse to act as its financial advisor in connection with the merger. In connection with Credit Suisse s engagement, the special committee requested that Credit Suisse evaluate the fairness of the merger consideration, from a financial point of view, to the unaffiliated shareholders. On July 23, 2006, the special committee met to review the proposed merger and the terms of the proposed merger agreement. During this meeting, Credit Suisse reviewed with the special committee certain financial analyses, as described below, and rendered its oral opinion to the special committee, which was subsequently confirmed in writing, that, as of July 23, 2006, and based upon and subject to the various considerations and assumptions described in the opinion, the merger consideration was fair, from a financial point of view, to the unaffiliated shareholders.

The full text of Credit Suisse s opinion, dated July 23, 2006, is attached as Annex B and is incorporated into this proxy statement by reference. Holders of HCA Common Stock are encouraged to read this opinion carefully in its entirety. Credit Suisse s opinion was provided to the special committee in connection with its evaluation of the merger consideration to the unaffiliated shareholders. It does not address any other aspect of the proposed merger, relates only to the fairness, from a financial point of view, of the merger consideration and does not constitute a recommendation to any shareholder as to how such shareholder should vote or act with respect to any matters relating to the merger. The following is a summary of the Credit Suisse opinion, including the procedures followed, the assumptions made, the matters considered and the limitations on review undertaken by Credit Suisse in rendering its opinion, and is qualified by reference to the full text of the opinion attached at Annex B, which you are encouraged to read in its entirety.

In arriving at its opinion, Credit Suisse reviewed the proposed merger agreement and certain related documents as well as certain publicly available business and financial information relating to HCA. Credit Suisse also reviewed certain other information relating to HCA, including financial forecasts, provided to or discussed with Credit Suisse by HCA, and met with the management of HCA to discuss the business and prospects of HCA. Credit Suisse also considered certain financial and stock market data of HCA, and compared that data with similar data for other publicly held companies in businesses Credit Suisse deemed similar to that of HCA and considered, to the extent publicly available, the financial terms of certain other business combinations and other transactions which had been recently effected or announced. Credit Suisse also considered such other information, financial studies, analyses and investigations and financial, economic and market criteria which it deemed relevant. In connection with its review, Credit Suisse did not assume any responsibility for independent verification of any of the foregoing information and relied on such information being complete and accurate in all material respects.

With respect to the financial forecasts for HCA which Credit Suisse reviewed, Credit Suisse was advised by the management of HCA, and assumed that such forecasts had been reasonably prepared on bases reflecting the best currently available estimates and judgments of HCA s management as to the future financial performance of HCA. Credit Suisse also assumed, with the consent of the special committee, that in the course of obtaining any regulatory or third party consents, approvals or agreements in connection with the merger, no modification, delay, limitation, restriction or condition will be imposed that would have an adverse effect on HCA or the merger and that the merger will be consummated in accordance with the terms of the merger agreement without waiver, modification, amendment or adjustment of any material term, condition or agreement therein, including that Parent will obtain the financing necessary to effect the merger in accordance with the terms of the draft debt and equity financing commitments provided to or discussed with Credit Suisse by Parent. In addition, Credit Suisse

was not requested to make, and did not make, an independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of HCA, nor was Credit Suisse furnished with any such evaluations or appraisals. Credit Suisse understood that, in accordance with HCA s restated certificate of incorporation, filed with the Delaware Secretary of State on February 3, 2004, the voting and nonvoting HCA Common Stock will receive the same consideration in the proposed merger and, for purposes of its opinion and related analyses, Credit Suisse treated the voting and nonvoting HCA Common Stock as identical in all material respects. Credit Suisse s opinion addressed only the fairness, from a financial point of view, to the unaffiliated shareholders, of the merger consideration and does not address any other aspect or implication of the merger or any other agreement, arrangement or understanding entered into in connection with the merger or otherwise. Credit Suisse s opinion was necessarily based upon information made available to it as of the date thereof and upon financial, economic, market and other conditions as they existed and could be evaluated on the date thereof. Prior to the date of the opinion, Credit Suisse was not asked to, and did not, solicit third party indications of interest in acquiring the Company, but Credit Suisse, at the direction of the special committee, was authorized, in accordance with the merger agreement, to do so for a prescribed time period following the execution of the merger agreement. Credit Suisse s opinion does not address the relative merits of the merger as compared to alternative transactions or strategies that might be available to HCA, nor does it address the underlying business decision of HCA to proceed with the merger.

The special committee retained Credit Suisse to act as its financial advisor in connection with the merger. Credit Suisse was selected by the special committee based on Credit Suisse s qualifications, expertise and reputation. Credit Suisse is an internationally recognized investment banking firm and is regularly engaged in the valuation of businesses and securities in connection with mergers and acquisitions, leveraged buyouts, negotiated underwritings, competitive biddings, secondary distributions of listed and unlisted securities, private placements and valuations for corporate and other purposes. Credit Suisse and its affiliates have in the past provided, are currently providing and in the future may provide investment banking and other financial services to HCA as well as the private investment firms whose affiliates are shareholders of Parent, and their respective affiliates, for which Credit Suisse has received, and would expect to receive, compensation. During the past two years, Credit Suisse has not provided financial advisory or financing services to HCA or its affiliates other than with respect to the services it rendered to the special committee in connection with the proposed merger. Credit Suisse and certain of its affiliates and employees and certain private investment funds affiliated or associated with Credit Suisse have invested in private equity funds managed or advised by the private investment firms whose affiliates are shareholders of Parent. In the ordinary course of business, Credit Suisse and its affiliates may acquire, hold or sell, for their own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of HCA, Parent and affiliates of the shareholders of Parent and, accordingly, may at any time hold a long or short position in such securities.

Under the terms of its engagement letter, Credit Suisse provided the special committee with financial advisory services and HCA agreed to pay Credit Suisse a fee of $20.0 million, $5.0 million of which became payable upon delivery of Credit Suisse s opinion, plus approximately $4.4 million to be paid if the merger is consummated at the current price. In addition, HCA has agreed to reimburse Credit Suisse for out-of-pocket fees and expenses, including attorney s fees, incurred in connection with its engagement and to indemnify Credit Suisse and related parties against liabilities, including liabilities under the federal securities laws, arising out of its engagement.

Opinion of Morgan Stanley & Co. Incorporated

The special committee retained Morgan Stanley to provide it with financial advisory services and a financial opinion in connection with the evaluation of a potential sale or recapitalization of all or substantially all of the economic interests in HCA. The special committee selected Morgan Stanley to act as its financial advisor based on Morgan Stanley s qualifications, expertise and reputation as an advisor to special committees in affiliate transactions. At the meeting of the special committee on July 23, 2006, Morgan Stanley rendered its oral opinion, subsequently confirmed in writing, that as of July 23, 2006, and

based upon and subject to the assumptions, qualifications and limitations set forth in the opinion, the consideration to be received by the unaffiliated shareholders pursuant to the merger agreement was fair from a financial point of view to such holders.

The full text of the written opinion of Morgan Stanley, dated as of July 23, 2006, is attached, with Morgan Stanley s consent, to this proxy statement as Annex C and is incorporated into this proxy statement by reference. We encourage you to read the entire opinion carefully. Morgan Stanley s opinion is directed to the special committee of HCA s board of directors and addresses only the fairness from a financial point of view of the consideration to be received by the unaffiliated shareholders pursuant to the merger agreement as of the date of the opinion. It does not address any other aspects of the merger. The opinion, and the other views and analysis of Morgan Stanley referenced throughout this proxy statement, do not constitute a recommendation to any holder of HCA Common Stock as to how to vote at the shareholders meeting to be held in connection with this transaction. None of Morgan Stanley s opinion or other views or analysis referenced throughout this proxy statement addresses the fairness of the consideration to be received by Dr. Frist, members of the Frist family and his and their affiliates (including the Frist Entities), the Management Rollover Holders, or shareholders who are affiliates of Parent. The summary of the opinion of Morgan Stanley set forth in this proxy statement, including, among other things, the assumptions made, procedures followed, matters considered and limitations on the scope of review undertaken by Morgan Stanley in rendering its opinion, is qualified in its entirety by reference to the full text of the opinion.

In connection with rendering its opinion, Morgan Stanley, among other things:

- reviewed certain publicly available financial statements and other information of HCA;
- reviewed certain internal financial statements and other financial and operating data concerning HCA prepared by the management of HCA;
- reviewed certain financial projections of HCA prepared by the management of HCA;
- discussed the past and current operations and financial condition and the prospects of HCA with senior executives of HCA;
- reviewed the reported prices and trading activity for HCA Common Stock;
- compared the financial performance of HCA and the prices and trading activity of HCA Common Stock with that of certain other comparable publicly traded companies and their securities;
- reviewed the financial terms, to the extent publicly available, of certain comparable acquisition transactions;
- participated in discussions and negotiations among representatives of the special committee and the Investor Group and their financial and legal advisors;
- reviewed the merger agreement, the debt and equity financing commitments provided to Parent by certain lending institutions and private equity funds, the commitments by the Frist Entities to contribute shares of HCA Common Stock to Parent, each substantially in the form of the drafts dated July 23, 2006, and certain related documents; and
- performed such other analyses and considered other such factors as Morgan Stanley deemed appropriate.

In arriving at its opinion, Morgan Stanley assumed and relied upon, without independent verification, the accuracy and completeness of the information reviewed by Morgan Stanley. With respect to the financial projections, Morgan Stanley assumed that they had been reasonably prepared on bases reflecting the best available estimates and

judgments of the future financial performance of HCA. Morgan Stanley also assumed that the merger would be consummated in accordance with the terms set forth in the merger agreement without any waiver, amendment or delay of any terms or conditions including, among other things, that Parent would obtain financing for the merger in accordance with the terms set forth in the financing agreements and that the transactions contemplated by the commitment letters entered into by the Frist Entities and the Management Rollover Holders would be consummated in accordance with their terms. Morgan Stanley also assumed that in connection with the receipt of all the necessary governmental, regulatory or other approvals and consents required for the merger, no delays, limitations, conditions or

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restrictions would be imposed that would have an adverse effect on the contemplated benefits expected to be derived in the merger. Morgan Stanley is not a legal, tax or regulatory advisor and relied upon, without independent verification, the assessment of HCA and its legal, tax or regulatory advisors with respect to such matters.

Morgan Stanley s opinion did not address the fairness of any consideration to be received by Dr. Frist, members of the Frist family and his and their affiliates (including the Frist Entities), the Management Rollover Holders or shareholders who are affiliates of Parent, the relative merits of the merger as compared to alternative transactions or strategies that might be available to HCA, or the underlying business decision of HCA to enter into the merger. Morgan Stanley did not make any independent valuation or appraisal of the assets or liabilities of HCA nor was Morgan Stanley furnished with any such appraisals. Morgan Stanley understands that, in accordance with the Company s restated certificate of incorporation, filed with the Delaware Secretary of State on February 3, 2004, the voting and nonvoting HCA Common Stock will receive the same consideration in the proposed merger and, for purposes of its opinion and related analyses, Morgan Stanley treated the voting and nonvoting HCA Common Stock as identical in all material respects. Morgan Stanley s opinion was necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to Morgan Stanley as of, July 23, 2006. Events occurring after such date may affect Morgan Stanley s opinion and the assumptions used in preparing it, and Morgan Stanley did not assume any obligation to update, revise or reaffirm its opinion.

In arriving at its opinion, Morgan Stanley was not authorized to solicit, and did not solicit, interest from any party with respect to the acquisition of HCA or any of its assets (but did note that it has been so authorized for a period of time following execution of the merger agreement, subject to the terms, conditions and procedures set forth therein), nor did Morgan Stanley negotiate with any parties other than Parent with respect to a possible acquisition of HCA or certain of its constituent businesses.

Morgan Stanley is an internationally recognized investment banking and advisory firm. Morgan Stanley, as part of its investment banking and financial advisory business, is continuously engaged in the valuation of businesses and securities in connection with mergers and acquisitions, negotiated underwritings, competitive biddings, secondary distributions of listed and unlisted securities, private placements and valuations for corporate, estate and other purposes. In the ordinary course of Morgan Stanley s trading and brokerage activities, Morgan Stanley or its affiliates may at any time hold long or short positions, and may trade or otherwise effect transactions, for its own account or for the account of customers in the equity and other securities of HCA, affiliates of Parent or any other parties, commodities or currencies involved in the merger. In addition, Morgan Stanley, its affiliates, directors or officers may have committed and may commit in the future to invest in private equity funds sponsored by Bain, KKR, and Merrill Lynch Global Private Equity. Morgan Stanley and its affiliates have provided financial advisory and financing services to Bain and KKR and have previously received fees in connection with such services. During the past two years, Morgan Stanley has not provided financial advisory or financing services to HCA or its affiliates other than with respect to the services it rendered to the special committee in connection with the proposed merger.

Under the terms of its engagement letter, Morgan Stanley provided the special committee financial advisory services and a financial opinion in connection with the merger, and HCA has agreed to pay Morgan Stanley a fee for its services comprised of a $1.0 million advisory fee, which was payable upon Morgan Stanley s engagement, and a $12.0 million transaction fee, which will become payable upon the earliest to occur of (i) the dissolution of the special committee, (ii) July 11, 2007, (iii) any termination of the merger agreement or (iv) the closing of the merger. In addition, HCA may pay an additional discretionary fee to Morgan Stanley of up to $4.0 million as determined by the special committee, based upon the special committee s view of Morgan Stanley s overall performance on the transaction, upon the earlier of the termination of Morgan Stanley s engagement and the closing of the merger. The fee was not contingent upon the outcome of Morgan Stanley s financial opinion. HCA has also agreed to reimburse Morgan Stanley for certain of its expenses, including attorneys fees, incurred in connection with its engagement. In addition, HCA has agreed to indemnify Morgan Stanley and any of its affiliates, their

respective directors, officers, agents and employees and each person, if any, controlling Morgan Stanley or any of its affiliates against certain liabilities and expenses, including certain liabilities under the federal securities laws, relating to or arising out of its engagement and any related transactions.

Financial Analyses

In preparing their respective opinions to the special committee, Credit Suisse and Morgan Stanley performed a variety of financial and comparative analyses, including those described below. The summary of the analyses described below is not a complete description of the analyses underlying their opinions. The preparation of a fairness opinion is a complex process involving various determinations as to the most appropriate and relevant methods of financial analysis and the application of those methods to the particular circumstances and, therefore, a fairness opinion is not readily susceptible to partial analysis or summary description. In arriving at their respective opinions, each of Credit Suisse and Morgan Stanley made qualitative judgments as to the significance and relevance of each analysis and factor that it considered. Credit Suisse and Morgan Stanley arrived at their ultimate opinions based on the results of all analyses undertaken and assessed as a whole and did not draw, in isolation, conclusions from or with regard to any one factor or method of analysis. Accordingly, Credit Suisse and Morgan Stanley believe that their analyses must be considered as a whole and that selecting portions of their analyses and factors or focusing on information presented in tabular format, without considering all analyses and factors or the narrative description of the analyses, could create a misleading or incomplete view of the processes underlying their analyses and opinions.

In their analyses, Credit Suisse and Morgan Stanley considered industry performance, general business, economic, market and financial conditions and other matters, many of which are beyond the control of HCA. No company, transaction or business used in Credit Suisse and Morgan Stanley s analyses as a comparison is identical to HCA, its business or the proposed merger, and an evaluation of the results of those analyses is not entirely mathematical. Rather, the analyses involve complex considerations and judgments concerning financial and operating characteristics and other factors that could affect the acquisition, public trading or other values of the companies, business segments or transactions analyzed. The estimates contained in the analyses of Credit Suisse and Morgan Stanley and the ranges of valuations resulting from any particular analysis are not necessarily indicative of actual values or predictive of future results or values, which may be significantly more or less favorable than those suggested by the analyses. In addition, analyses relating to the value of businesses or securities do not purport to be appraisals or to reflect the prices at which businesses or securities actually may be sold. Accordingly, the estimates used in, and the results derived from, Credit Suisse and Morgan Stanley s analyses are inherently subject to substantial uncertainty.

The merger consideration was determined through negotiations between the special committee and the sponsors and was recommended by the special committee for approval by HCA s board of directors and was approved by the board of directors. Credit Suisse and Morgan Stanley provided advice to the special committee. Credit Suisse and Morgan Stanley did not recommend any specific merger consideration to the special committee or that any specific merger consideration constituted the only appropriate merger consideration for the merger. The opinions and financial analyses of Credit Suisse and Morgan Stanley were only one of many factors considered by the special committee in its evaluation of the proposed merger and should not be viewed as determinative of the views of the special committee, the board of directors or management with respect to the merger or the merger consideration.

The following is a summary of the material financial analyses that underlie the opinions of both Credit Suisse and Morgan Stanley and which were reviewed with the special committee on July 23, 2006. The financial analyses summarized below include information presented in tabular format. In order to fully understand Credit Suisse and Morgan Stanley s financial analyses, the tables must be read together with the text of each summary. The tables alone do not constitute a complete description of the financial analyses. Considering the data in the tables below without considering the full narrative description of the financial analyses, including the methodologies and assumptions underlying the analyses, could create a misleading or incomplete view of Credit Suisse and Morgan Stanley s financial analyses.

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Discounted Cash Flow Analysis

Credit Suisse and Morgan Stanley performed a discounted cash flow analysis to calculate the estimated present value of the unlevered, after-tax free cash flow of HCA. The financial forecast was based on internal estimates of HCA s management. Credit Suisse and Morgan Stanley calculated ranges of estimated terminal values by multiplying calendar year 2011 estimated earnings before interest, taxes, depreciation and amortization, commonly referred to as EBITDA, by selected multiples ranging from 6.5x to 8.0x. The estimated after-tax free cash flows and terminal values were then discounted to present value at June 30, 2006 using discount rates of 7.0% to 8.0%. The discount rate ranging from 7.0% to 8.0% was selected based on a weighted average cost of capital calculation which factored in the unlevered betas for similar companies identified below under the caption Selected Companies Analysis, as well as HCA, while the terminal EBITDA multiples ranging from 6.5x to 8.0x were selected based on a review of current and historical trading multiples reviewed in connection with the companies identified under the caption Selected Companies Analysis, as well as HCA. This analysis indicated the following implied per share equity reference range for HCA, as compared to the per share merger consideration:

Implied Per Share Equity Reference Range For HCA	Per Share Merger Consideration
$43.16 - $58.01	$51.00

Selected Companies Analysis

Using publicly available information, Credit Suisse and Morgan Stanley reviewed the market values and trading multiples of the following three publicly traded urban hospital companies and three publicly traded rural hospital companies:

Urban Hospital Companies

Tenet Healthcare Corporation
Triad Hospitals, Inc.
Universal Health Services, Inc.

Rural Hospital Companies

Health Management Associates, Inc.
Community Health Systems, Inc.
LifePoint Hospitals, Inc.

These companies were chosen because they are publicly traded companies in the U.S. that operate in a similar industry to HCA and have similar lines of business to HCA. Additionally, each has a market value in excess of $1.0 billion and each has general acute care hospital operations. After application of the criteria, the financial advisors identified the companies listed above to be those comparable to HCA. However, none of the companies selected is identical or directly comparable to HCA. There may have been other companies that met the criteria above but none were identified as comparable to HCA by the financial advisors. The companies were separated into urban and rural hospital companies because of the different operating environments between the two groups. Multiples for the selected companies were based, in part, on closing stock prices as of July 18, 2006. Estimated data were based on publicly available equity research analysts estimates. Estimated data for HCA were based on internal estimates of HCA s management and publicly available equity research analysts estimates. Credit Suisse and Morgan Stanley compared enterprise values as multiples of calendar years 2006 and 2007 estimated EBITDA. They also compared equity values per share as multiples of calendar years 2006 and 2007 estimated earnings per share, commonly referred to as P/ E. The range of market trading multiples of the selected companies, as well as the related means, are set forth below:

	Selected Companies (All)	Selected Companies (All)	Selected Companies (Urban)	Selected Companies (Rural)

Metric	Low	High	Mean	Mean
Enterprise Value/2006E EBITDA	6.4x	9.4x	7.8x	7.9x
Enterprise Value/2007E EBITDA	5.8x	8.4x	7.0x	6.9x
Price/2006E Earnings	13.6x	19.2x	16.4x	15.1x
Price/2007E Earnings	12.1x	16.9x	14.5x	13.2x

Credit Suisse and Morgan Stanley then applied ranges of selected multiples derived from those described above for the selected companies to corresponding financial data based on internal estimates of HCA s

management. The Enterprise Value/2006E EBITDA multiples ranged from 6.5x to 8.0x; the Enterprise Value/2007E multiples ranged from 6.0x to 7.5x; the Price/2006E Earnings multiples ranged from 13.5x to 16.5x; and the Price/2007E Earnings multiples ranged from 12.0x to 15.0x. These ranges of multiples were then applied to the relevant EBITDA and EPS metrics in order to derive implied per share equity values from which, through the collective judgment of Credit Suisse and Morgan Stanley, the implied per share equity value reference range of $36.00 to $46.00 was derived. Credit Suisse and Morgan Stanley then compared this implied per share equity reference range against the per share merger consideration, indicating the following implied per share equity reference range for HCA, as compared to the per share merger consideration:

Implied Per Share Equity Reference Range For HCA	Per Share Merger Consideration
$36.00 - $46.00	$51.00

Selected Transactions Analysis

Using publicly available information, Credit Suisse and Morgan Stanley reviewed the transaction value multiples in eight selected transactions, which transactions involved companies with businesses and holdings similar to those of HCA s:

Acquiror	Target
Welsh, Carson, Anderson & Stowe	Select Medical Corporation
LifePoint Hospitals, Inc.	Province Healthcare Company
The Blackstone Group (led by)	Vanguard Health Systems, Inc.
Texas Pacific Group (led by)	IASIS Healthcare Corporation
HCA Inc.	Health Midwest
Triad Hospitals, Inc.	Quorum Health Group, Inc.
Tenet Healthcare Corporation	OrNda HealthCorp
Forstmann Little & Co. (affiliates of)	Community Health Systems, Inc.

The precedent transactions were selected because they involved transactions in U.S. companies whose operations and principal lines of business (hospitals and related health care services) are similar to that of HCA. Additionally, each transaction involved companies with enterprise values in excess of $1.0 billion and such transactions did not include acquisitions of individual facilities. Each of these transactions took place between 1996 and 2004. After application of the criteria, the financial advisors identified the transactions listed above to be those comparable to the HCA transaction. There may have been other transactions that met the criteria above but none were identified as comparable to the HCA transaction by the financial advisors. Multiples for the selected transactions were based on publicly available financial information. Estimated data for HCA was based on internal estimates of HCA s management. Credit Suisse and Morgan Stanley compared enterprise values in the selected transactions as multiples of the latest 12 months revenue and EBITDA. The range of multiples from the selected transactions, as well as the related median and mean, are set forth below:

	Selected	Selected	Selected	Selected

Metric	Transactions Low	Transactions High	Transactions Median	Transactions Mean
Enterprise Value/Last twelve months EBITDA	8.1x	12.1x	9.4x	9.8x
Enterprise Value/Last twelve months Revenue	1.0x	2.4x	1.3x	1.5x

Credit Suisse and Morgan Stanley then applied the ranges of selected multiples derived from those described above for the selected transactions, and based on the collective judgment of Credit Suisse and Morgan Stanley, to the corresponding financial data, based on internal estimates of HCA s management, in order to derive an implied enterprise value reference range. HCA s net debt as of June 30, 2006 (approximately $10.9 billion) was then deducted and other adjustments were made, as appropriate to reflect HCA s insurance subsidiary s investments in equity securities (as of March 30, 2006), in order to derive an implied equity reference range for HCA from which an implied per share equity reference range was derived. Credit Suisse and Morgan Stanley then compared this implied per share equity reference

range against the per share merger consideration. This analysis indicated the following implied per share equity reference range for HCA, as compared to the per share merger consideration:

Implied Per Share Equity Reference Range For HCA	Per Share Merger Consideration
$45.00 - $55.00	$51.00

Other Factors

In rendering their opinions, Credit Suisse and Morgan Stanley also reviewed and considered other factors, including:

- the median premiums paid in all-cash U.S. public company transactions with a value greater than $50 million, as well as all-cash U.S. public company transactions with a value greater than $5 billion, both over the period from December 31, 2000 to present, and leveraged buyout transactions with a value greater than $3 billion worldwide over the last ten years;
- the low and high trading prices of HCA Common Stock during the 52-week period ended July 21, 2006;
- publicly available research analysts price targets for HCA; and
- the theoretical purchase prices that could be paid by a hypothetical financial buyer in a leveraged buyout of HCA.

A copy of Credit Suisse and Morgan Stanley s written presentation to the special committee of the board of directors of HCA has been attached as an exhibit to the Schedule 13E-3 filed with the SEC in connection with the merger. The written presentation will be available for any interested HCA shareholder (or any representative of the shareholder who has been so designated in writing) to inspect and copy at our principal executive offices during regular business hours. Alternatively, you may inspect and copy the presentation at the office of, or obtain them by mail from, the SEC.

Position of Management Investors as to Fairness

Under the rules governing going private transactions, the Management Investors are deemed to be engaged in a going private transaction and are required to express their beliefs as to the fairness of the merger to our unaffiliated shareholders. The Management Investors are making the statements included in this section solely for the purposes of complying with the requirements of Rule 13e-3 and related rules under the Exchange Act.

The views of the Management Investors as to the fairness of the merger should not be construed as a recommendation to any shareholder as to how that shareholder should vote on the proposal to adopt the merger agreement. The Management Investors have interests in the merger different from, and in addition to, those of the other shareholders of HCA. These interests are described under Interests of the Company s Directors and Executive Officers in the Merger.

The Management Investors did not undertake a formal evaluation of the merger or engage a financial advisor for such purpose. The unaffiliated shareholders, however, were represented by the Company s special committee, which negotiated the terms and conditions of the merger agreement on their behalf, with the assistance of its independent financial and legal advisors. The Management Investors believe that the merger agreement and the merger are substantively and procedurally fair to the unaffiliated shareholders and agree with the analyses and conclusions of the special committee and the board of directors based upon the reasonableness of those analyses and conclusions, which they adopt, and their knowledge of HCA, as well as the factors considered by, and the findings of, the special committee and the board of directors with respect to the fairness of the merger to such unaffiliated shareholders (see Reasons for the Merger; Recommendation of the Special Committee and of Our Board of Directors; Fairness of the Merger). In addition, the Management Investors considered the fact that the special committee received opinions from

Credit Suisse and Morgan Stanley to the effect that, as of the date of the fairness opinions, and based upon and subject to the various factors, assumptions and limitations set out in the fairness opinions, the $51.00 price per share to be received by the unaffiliated shareholders was

fair to such shareholders from a financial point of view (see Reasons for the Merger; Recommendation of the Special Committee and of Our Board of Directors; Fairness of the Merger).

While the Management Investors are directors of HCA, because of their differing interests in the merger they did not participate in the negotiation of the merger agreement or the evaluation or approval of the merger agreement and the merger. For these reasons, the Management Investors do not believe that their interests in the merger influenced the decision of the special committee or the board of directors with respect to the merger agreement or the merger.

The foregoing discussion of the information and factors considered and given weight by the Management Investors in connection with the fairness of the merger agreement and the merger is not intended to be exhaustive but is believed to include all material factors considered by the Management Investors. The Management Investors did not find it practicable to, and did not, quantify or otherwise attach relative weights to the foregoing factors in reaching their position as to the fairness of the merger agreement and the merger. The Management Investors believe that these factors provide a reasonable basis for their belief that the merger is fair to the unaffiliated shareholders.

Position of Dr. Frist, Thomas F. Frist III and the Frist Entities as to Fairness

Under the rules governing going private transactions, Dr. Frist is, and Thomas F. Frist III and the Frist Entities could be, deemed to be engaged in a going private transaction and therefore required to express their beliefs as to the fairness of the merger to our unaffiliated shareholders. The aforementioned persons are making the statements included in this section solely for the purposes of complying with the requirements of Rule 13e-3 and related rules under the Exchange Act.

The views of Dr. Frist, Thomas F. Frist III and the Frist Entities as to the fairness of the merger should not be construed as a recommendation to any shareholder as to how that shareholder should vote on the proposal to approve the merger agreement. Dr. Frist, Thomas F. Frist III and the Frist Entities have interests in the merger different from, and in addition to, those of the other shareholders of HCA. These interests are described under Interests of the Company s Directors and Executive Officers in the Merger.

Dr. Frist, Thomas F. Frist III and the Frist Entities did not undertake a formal evaluation of the merger or engage a financial advisor for such purposes, nor did they participate directly in the negotiation of the merger agreement with the Company or the special committee. The unaffiliated shareholders, however, were represented by the Company s special committee, which negotiated the terms and conditions of the merger agreement on their behalf, with the assistance of its independent financial and legal advisors. Dr. Frist, Thomas F. Frist III and the Frist Entities believe that the merger agreement and the merger are substantively and procedurally fair to the unaffiliated shareholders and agree with the analyses and conclusions of the special committee and the board of directors based upon the reasonableness of those analyses and conclusions, which they adopt, and Dr. Frist s knowledge of HCA, as well as the factors considered by, and the findings of, the special committee and the board of directors with respect to the fairness of the merger to such unaffiliated shareholders (see Reasons for the Merger; Recommendation of the Special Committee and of Our Board of Directors; Fairness of the Merger).

In addition, Dr. Frist, Thomas F. Frist III and the Frist Entities considered the fact that the special committee received opinions from Credit Suisse and Morgan Stanley to the effect that, as of the date of the fairness opinions, and based upon and subject to the various factors, assumptions and limitations set out in the fairness opinions, the $51.00 price per share to be received by the unaffiliated shareholders was fair to such shareholders from a financial point of view (see Reasons for the Merger; Recommendation of the Special Committee and of Our Board of Directors; Fairness of the Merger).

While Dr. Frist is a director of HCA, because of his differing interests in the merger, he did not serve on the special committee and consequently did not participate in the negotiation of the merger agreement or the special committee s evaluation or approval of the merger agreement and the merger or the board of directors evaluation of the special committee s recommendation of the approval of the merger agreement

and the merger. For these reasons, Dr. Frist, Thomas F. Frist III and the Frist Entities do not believe that Dr. Frist s interests in the merger influenced the decision of the special committee or the board of directors with respect to the merger agreement or the merger.

The foregoing discussion of the information and factors considered and given weight by Dr. Frist, Thomas F. Frist III and the Frist Entities in connection with the fairness of the merger agreement and the merger is not intended to be exhaustive but is believed to include all material factors considered by Dr. Frist, Thomas F. Frist III and the Frist Entities. Dr. Frist, Thomas F. Frist III and the Frist Entities did not find it practicable to, and did not, quantify or otherwise attach relative weights to the foregoing factors in reaching their position as to the fairness of the merger agreement and the merger. Dr. Frist, Thomas F. Frist III and the Frist Entities believe that these factors provide a reasonable basis for their belief that the merger is fair to the unaffiliated shareholders.

Position of Parent, Merger Sub and the Sponsors as to Fairness

Under a potential interpretation of the rules governing going private transactions, Parent, Merger Sub and the sponsors may be required to express their beliefs as to the fairness of the merger to our unaffiliated shareholders. Parent, Merger Sub and the sponsors are making the statements included in this section solely for the purposes of complying with the requirements of Rule 13e-3 and related rules under the Exchange Act. The views of Parent, Merger Sub and the sponsors should not be construed as a recommendation to any shareholder as to how that shareholder should vote on the proposal to adopt the merger agreement.

Parent, Merger Sub and the sponsors attempted to negotiate the terms of a transaction that would be most favorable to them, and not to the shareholders of HCA, and, accordingly, did not negotiate the merger agreement with a goal of obtaining terms that were fair to such shareholders. None of Parent, Merger Sub or the sponsors believes that it has or had any fiduciary duty to HCA or its shareholders, including with respect to the merger and its terms. The shareholders of HCA were, as described elsewhere in this proxy statement, represented by the special committee that negotiated with the sponsors on their behalf, with the assistance of independent legal and financial advisors.

None of Parent, Merger Sub or the sponsors participated in the deliberation process of the special committee and none of them participated in the conclusions of the special committee or the board of directors of HCA that the merger was fair to the unaffiliated shareholders of HCA, nor did they undertake any independent evaluation of the fairness of the merger. However, based upon the same factors considered by (including the discussion set forth on pages 33 to 40 of this proxy statement under Opinions of Financial Advisors and the presentation materials filed as exhibits to the Schedule 13E-3 filed with the SEC in connection with the merger), and the findings of, the special committee and the board of directors with respect to the fairness of the merger to such unaffiliated shareholders as set forth in this proxy statement (see Reasons for the Merger; Recommendation of the Special Committee and of Our Board of Directors; Fairness of the Merger), which findings and related analyses, as set forth in this proxy statement, Parent, Merger Sub and the sponsors adopt, Parent, Merger Sub and the sponsors believe that the merger agreement and the merger are substantively and procedurally fair to the unaffiliated shareholders. In addition, Parent, Merger Sub and the sponsors considered the fact that the special committee received opinions from Credit Suisse and Morgan Stanley to the effect that, as of the date of the fairness opinions, and based upon and subject to the various factors, assumptions and limitations set out in the fairness opinions, the $51.00 price per share to be received by the unaffiliated shareholders was fair to such shareholders from a financial point of view (see Reasons for the Merger; Recommendation of the Special Committee and of Our Board of Directors; Fairness of the Merger).

The foregoing discussion of the information and factors considered and given weight by Parent, Merger Sub and the sponsors in connection with the fairness of the merger agreement and the merger is not intended to be exhaustive but is believed to include all material factors considered by Parent, Merger Sub and the sponsors. Parent, Merger Sub and the sponsors did not find it practicable to, and did not, quantify or otherwise attach relative weights to the foregoing factors in reaching their position as to the fairness of the merger agreement and the merger. Parent, Merger Sub and the sponsors believe that these

factors provide a reasonable basis for their position that they believe that the merger is fair to the unaffiliated shareholders.

Purposes, Reasons and Plans for HCA after the Merger

The purpose of the merger for HCA is to enable its unaffiliated shareholders to immediately realize the value of their investment in HCA through their receipt of the per share merger price of $51.00 in cash. Another purpose of the merger is to create greater operating flexibility, allowing management to concentrate on long-term growth rather than the short-term expectations of the financial markets. In light of the foregoing, and given our stock price and the economic and market conditions affecting us and our industry sector as a whole, we believe our long-term objectives can best be pursued as a private company.

The reason for structuring the transaction as a merger is to effect the transaction following the approval of the holders of a majority of the shares of the voting HCA Common Stock. The reasons for undertaking the transaction at this time are described above under Background of the Merger.

It is expected that, upon consummation of the merger (and excluding the transactions contemplated in connection with the merger as described in this proxy statement), the operations of HCA will be conducted substantially as they currently are being conducted. The Investor Group has advised HCA that it does not have any current intentions, plans or proposals to cause us to engage in any of the following:

- an extraordinary corporate transaction following consummation of the merger involving HCA s corporate structure, business or management, such as a merger, reorganization or liquidation,
- the relocation of any material operations or sale or transfer of a material amount of assets, or
- any other material changes in its business.

Nevertheless, following consummation of the merger, the management and/or board of directors of the surviving corporation may initiate a review of the surviving corporation and its assets, corporate and capital structure, capitalization, operations, business, properties and personnel to determine what changes, if any, would be desirable following the merger to enhance the business and operations of the surviving corporation and may cause the surviving corporation to engage in the types of transactions set forth above if the management and/or board of directors of the surviving corporation decides that such transactions are in the best interest of the surviving corporation upon such review. The surviving corporation expressly reserves the right to make any changes it deems appropriate in light of such evaluation and review or in light of future developments.

Certain Effects of the Merger

If the merger agreement is adopted by the Company s shareholders, certain other conditions to the closing of the merger are either satisfied or waived and the marketing period that Parent is entitled to use to complete the financing for the merger has expired, Merger Sub will be merged with and into HCA, with HCA being the surviving corporation.

Upon the consummation of the merger, unless otherwise agreed between a holder and Parent, each share of HCA Common Stock issued and outstanding immediately prior to the effective time of the merger (other than shares held in the treasury of the Company, certain unrestricted shares held by certain of the Management Rollover Holders, shares owned by Parent immediately prior to the effective time of the merger or shares held by shareholders who are entitled to and who properly exercise appraisal rights under Delaware law) will be converted into the right to receive $51.00 in cash, without interest and less any applicable withholding taxes. Upon the consummation of the merger, unless otherwise agreed between a holder and Parent, all outstanding options to acquire HCA Common Stock will become fully vested and immediately exercisable and all such options (other than certain options held by certain of the Management Rollover Holders) not exercised prior to the merger will be cancelled and converted into a right to receive a cash payment equal to the number of shares of HCA Common Stock underlying the options multiplied by the amount (if any) by which $51.00 exceeds the option exercise price, without interest and less any applicable withholding taxes. Unless otherwise agreed between a holder and Parent, all shares of restricted stock and restricted share units will vest and be cancelled and converted into the

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right to receive a cash payment equal to the number of outstanding restricted shares and restricted share units multiplied by $51.00 (together with the value of any deemed dividend equivalents accrued but unpaid with respect to restricted share units), without interest and less any applicable withholding taxes.

Following the merger, the entire equity in the surviving corporation will ultimately be owned through Parent by the members of the Investor Group, the Frist permitted assignees, and any additional investors that the members of the Investor Group permit to invest in Parent, and directly by the Management Rollover Holders. If the merger is completed, the members of the Investor Group, the Frist permitted assignees, any additional investors that the members of the Investor Group permit to invest in Parent and the Management Rollover Holders will be the sole beneficiaries of our future earnings and growth, if any, and will be entitled to vote on corporate matters affecting HCA following the merger. Similarly, the members of the Investor Group, any investors that the members of the Investor Group permit to invest in Parent, and the Management Rollover Holders will also bear the risks of ongoing operations, including the risks of any decrease in our value after the merger and the operational and other risks related to the incurrence by the surviving corporation of significant additional debt as described below under Financing of the Merger.

If the merger is completed, HCA s unaffiliated shareholders will have no interest in HCA s net book value or net earnings. The table below sets forth the direct and indirect interests in HCA s net book value and net earnings of each of Dr. Frist, Thomas F. Frist III, the Frist Entities, Jack O. Bovender, Jr., Richard M. Bracken and each of the sponsors prior to and immediately after the merger, based upon the net book value of HCA at June 30, 2006 and net income of HCA for the six months ended June 30, 2006. Following the merger, the entire interest in HCA s net book value and net income that is not ultimately held by the Frist Entities, the Frist permitted assignees, Jack O. Bovender, Jr., Richard M. Bracken, the Management Rollover Holders or the other members of the Investor Group will be held through Parent by any additional investors that the members of the Investor Group permit to invest in Parent or the surviving corporation.

	Ownership Prior to the Merger(1)				**Ownership After the Merger(2)**			
	Net Book Value		**Earnings**		**Net Book Value**		**Earnings**	
Name	**$ in thousands**	**%**	**$ in thousands**	**%**	**$ in thousands**	**%**	**$ in thousands**	**%**
Thomas F. Frist, Jr., M.D.(3)(5)	$ 198,833	4.12%	$ 27,759	4.12%	$ 657,789	13.63%	$ 91,834	13.63%
Thomas F. Frist III(4)(5)	$ 116,790	2.42%	$ 16,305	2.42%	$ 375,949	7.79%	$ 52,486	7.79%
Frisco, Inc.(5)	$ 95,556	1.98%	$ 13,340	1.98%	$ 375,949	7.79%	$ 52,486	7.79%
Frisco Partners(5)	$ 17,856	0.37%	$ 2,493	0.37%	$ 48,743	1.01%	$ 6,805	1.01%
Jack O. Bovender, Jr.	$ 3,861	0.08%	$ 539	0.08%	$ 22,682	0.47%	$ 3,167	0.47%
Richard M. Bracken	$ 1,930	0.04%	$ 270	0.04%	$ 11,100	0.23%	$ 1,550	0.23%
Private equity funds advised by Bain(6)	N/A	N/A	N/A	N/A	$ 1,282,279	26.57%	$ 179,019	26.57%
Private equity funds advised by KKR(6)	N/A	N/A	N/A	N/A	$ 1,282,279	26.57%	$ 179,019	26.57%
Private equity funds advised by Merrill Lynch Global Private Equity(6)	N/A	N/A	N/A	N/A	$ 1,282,279	26.57%	$ 179,019	26.57%

(1)

Based upon beneficial ownership as of October 6, 2006, excluding any options (whether or not exercisable), and HCA s net book value at June 30, 2006 and net income for the six months ended June 30, 2006.

(2) Based upon the agreed upon equity investments and HCA s net book value at June 30, 2006 and net income for the six months ended June 30, 2006, and without giving effect to any additional indebtedness to be incurred in connection with the merger or the assignment by the Frist Entities of any portion of their equity commitment to the Frist permitted assignees.

(3) Includes beneficial ownership of the shares of HCA Common Stock held by the Frist Entities.

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(4) The figures used to calculate Thomas F. Frist III s ownership prior to the merger include his beneficial ownership of the shares of HCA Common Stock held by the Frist Entities and the figures used to calculate his ownership after the merger consist solely of his beneficial ownership of shares to be held by Frisco, Inc., one of the Frist Entities.

(5) The figures used to calculate the ownership of Dr. Frist, Thomas F. Frist III and the Frist Entities after the merger represent the Frist Entities expected roll over equity commitment as of October 6, 2006 and are subject to change in accordance with the Frist Entities roll over equity commitment letter, in connection with the Frist Sell-Down and to the extent the sponsors assign any of their equity commitments to the Frist Entities as described in Financing of the Merger Equity Financing.

(6) Based upon current equity commitments. Subject to change in the event the sponsors assign any of the equity commitments to the Frist Entities. See Financing of the Merger Equity Financing.

In connection with the merger, the Management Rollover Holders will receive benefits and be subject to obligations in connection with the merger that are different from, or in addition to, the benefits and obligations of HCA shareholders generally, as described in more detail under Interests of the Company s Directors and Executive Officers in the Merger. The incremental benefits include the right and commitment of the Management Rollover Holders to make an agreed upon minimum equity investment in the surviving corporation in cash and/or by exchanging a portion of their HCA options, and/or unrestricted shares of HCA Common Stock for equity interests in, and options to acquire equity interests in, the surviving corporation, as well as the option, prior to the consummation of the merger, to make additional equity investments (up to an amount and at a time to be determined) on substantially the same terms and conditions as the agreed upon equity investments. A detriment to the Management Rollover Holders is that their new options may not be exercisable for shares registered under the federal securities laws and their new shares of common stock in the surviving corporation will not initially be and may not be registered under the federal securities laws and such shares will be relatively illiquid without an active public trading market for such securities. The equity interests received upon exercise of these options and the shares received in exchange for such unrestricted shares of HCA Common Stock will also be subject to a shareholders agreement restricting the ability of the Management Rollover Holders to sell such equity. Additional incremental benefits to the Senior Management Group (as defined below under Interests of the Company s Directors and Executive Officers in the Merger) include, among others, continuing as executive officers of the surviving corporation and executing employment and related agreements with the surviving corporation. Furthermore, it is contemplated that Mr. Bovender will continue as the chairman of the board of directors and chief executive officer of the surviving corporation, and that Mr. Bracken will continue as the president and a director of the surviving corporation. A potential detriment to the Management Rollover Holders is that the Investor Group will own a majority of Parent s shares, will control the board of directors of Parent and the surviving corporation and will be able to exert substantial influence over the governance and operations of Parent and the surviving corporation following the merger.

Additional incremental benefits to the Frist Entities include having the right to appoint two directors to Parent s board of directors after the completion of the merger, having the right to designate certain third parties to participate in the Frist Sell-Down and receiving tax-free treatment (other than with respect to any cash received by the Frist Entities in the merger) with respect to the contribution of shares of HCA Common Stock to Parent pursuant to the roll over commitment letter discussed under Interests of the Company s Directors and Executive Officers in the Merger.

HCA s Common Stock is currently registered under the Exchange Act and is quoted on the NYSE under the symbol HCA. As a result of the merger, HCA will be a privately held corporation, and there will be no public market for its common stock. After the merger, the HCA Common Stock will cease to be quoted on the NYSE, and price quotations with respect to sales of shares of common stock in the public market will no longer be available. In addition, registration of the HCA Common Stock under the Exchange Act will be terminated.

At the effective time of the merger, the directors of Merger Sub will become the directors of the surviving corporation and the current officers of HCA will become the officers of the surviving corporation. The certificate of incorporation of HCA will be amended to be the same as the certificate of incorporation of Merger Sub as in effect immediately prior to the effective time of the merger, except that the name of the surviving corporation shall continue to be HCA Inc. The bylaws of Merger Sub in effect immediately prior to the effective time of the merger will become the bylaws of the surviving corporation.

Effects on the Company if the Merger is Not Completed

If the merger agreement is not adopted by HCA s shareholders or if the merger is not completed for any other reason, shareholders will not receive any payment for their shares in connection with the merger. Instead, HCA will remain an independent public company and the HCA Common Stock will continue to be listed and traded on the NYSE. In addition, if the merger is not completed, we expect that management will operate the business in a manner similar to that in which it is being operated today and that HCA shareholders will continue to be subject to the same risks and opportunities as they currently are, including, among other things, the nature of the health care services industry on which HCA s business largely depends, and general industry, economic, regulatory and market conditions. Accordingly, if the merger is not consummated, there can be no assurance as to the effect of these risks and opportunities on the future value of your HCA shares. From time to time, HCA s board of directors will evaluate and review, among other things, the business operations, properties, dividend policy and capitalization of HCA and make such changes as are deemed appropriate and continue to seek to identify strategic alternatives to enhance shareholder value. If the merger agreement is not adopted by HCA s shareholders or if the merger is not consummated for any other reason, there can be no assurance that any other transaction acceptable to HCA will be offered, or that the business, prospects or results of operations of HCA will not be adversely impacted.

Delisting and Deregistration of HCA Common Stock

If the merger is completed, the HCA Common Stock will be delisted from the NYSE and deregistered under the Exchange Act.

Accounting

For financial reporting purposes, the merger will be accounted for as a recapitalization, pursuant to which the historical bases of HCA s assets and liabilities will be preserved following the merger.

Regulatory Approvals

Under the HSR Act and the rules promulgated thereunder by the FTC, the merger cannot be completed until HCA and Parent file a notification and report form under the HSR Act and the applicable waiting period has expired or been terminated. HCA and Parent filed notification and report forms under the HSR Act with the FTC and the Antitrust Division of the DOJ on August 7, 2006. The waiting period was terminated on August 18, 2006. At any time before or after consummation of the merger, notwithstanding the early termination of the waiting period under the HSR Act, the Antitrust Division or the FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the consummation of the merger or seeking divestiture of substantial assets of HCA or Parent. At any time before or after the consummation of the merger, and notwithstanding the early termination of the waiting period under the HSR Act, any state could take such action under the antitrust laws as it deems necessary or desirable in the public interest. Such action could include seeking to enjoin the consummation of the merger or seeking divestiture of substantial assets of HCA or Parent. Private parties may also seek to take legal action under the antitrust laws under certain circumstances.

While there can be no assurance that the merger will not be challenged by a governmental authority or private party on antitrust grounds, HCA, based on a review of information provided by Parent relating to the businesses in which it and its affiliates are engaged, believes that the merger can be effected in compliance with federal and state antitrust laws. The term antitrust laws means the Sherman Act, as

amended, the Clayton Act, as amended, the HSR Act, the Federal Trade Commission Act, as amended, and all other Federal and state statutes, rules, regulations, orders, decrees, administrative and judicial doctrines, and other laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade.

Though not a condition to the consummation of the merger, United States federal and state laws and regulations, as well as the laws and regulations of the United Kingdom and Switzerland, may require that HCA or Parent obtain approvals or certificates of need from, file new license and/or permit applications with, and/or provide notice to, applicable governmental authorities in connection with the merger.

Financing of the Merger

Parent estimates that the total amount of funds necessary to complete the proposed merger and the related transactions is approximately $26 billion, which includes approximately $21 billion to be paid to HCA s shareholders and holders of other equity-based interests in HCA (which amount includes the value of rollover equity in respect of the Frist Entities and the Management Rollover Holders), with the remaining funds to be used to refinance certain existing indebtedness, including HCA s bank debt, HCA s 8.850% Medium Term Notes due 2007, 7.000% Notes due 2007, 7.250% Notes due 2008, 5.250% Notes due 2008 and 5.500% Notes due 2009 (or an equivalent amount of HCA s other existing notes), and to pay customary fees and expenses in connection with the proposed merger, the financing arrangements and the related transactions.

Pursuant to the merger agreement, Parent and Merger Sub are obligated to use their reasonable best efforts to obtain the debt financing described below as promptly as practicable taking into account the expected timing of the marketing period and the December 19, 2006 (or if the marketing period is not completed by then, January 31, 2007) termination date. In the event that any portion of the debt financing becomes unavailable on the terms contemplated in the agreements in respect thereof, Parent is obligated to use its reasonable best efforts to arrange alternative financing from alternative sources on terms no less favorable to Parent (as determined in the reasonable judgment of Parent).

The following arrangements are intended to provide the necessary financing for the merger:

Equity Financing

Parent has received equity commitment letters from private equity funds sponsored by Bain, KKR and Merrill Lynch Global Private Equity, pursuant to which these funds have each committed to contribute $1.5 billion in cash to Parent in connection with the proposed merger. The parties to the commitment letters have the right to assign up to 50% of their committed amounts to other investors, including the Frist Entities. In that regard, Parent has received equity commitment letters from Citigroup and Banc of America Securities pursuant to which such entities have committed to contribute $400 million and $200 million, respectively, to Parent in connection with the proposed merger. Parent, in its sole discretion, may however reduce the committed amounts from Citigroup and Banc of America Securities, provided in the case of Citigroup, the committed amount may not be reduced below $150 million. In addition, Bain, KKR and Merrill Lynch Global Private Equity intend to assign, in the aggregate, up to $180 million to the Frist Entities. To the extent that Citigroup, Banc of America Securities or other assignees make equity commitments, or the aforementioned assignment of equity commitments is made to the Frist Entities, the amounts funded by the private equity funds sponsored by each of Bain, KKR and Merrill Lynch Global Private Equity will be reduced on a pro rata basis. In addition, to the extent of certain cash on hand of the Company, which is currently estimated to be approximately $365 million, including cash that may be available as a result of dividends paid to HCA from its wholly-owned subsidiaries, the amount of equity required to be funded by the private equity funds sponsored by each of Bain, KKR and Merrill Lynch Global Private Equity will be reduced on a pro rata basis. There is no assurance that such cash will actually be available, or, if available, will be available prior to the consummation of the merger. The obligation to fund commitments under the equity commitment letters is subject to the satisfaction or waiver by Parent of the conditions precedent to Parent s and Merger Sub s obligation to complete the merger.

In addition, the Frist Entities have committed to contribute 15,686,275 shares of HCA Common Stock to Parent in exchange for equity interests in Parent. Furthermore, as noted above, Bain, KKR and Merrill Lynch Global Private Equity intend to assign up to $180 million of their equity commitments to the Frist Entities. The Frist Entities may assign portions of their commitment to the Frist permitted assignees, who will be (1) members of the Frist family or heirs, legatees, beneficiaries, devisees or estates of such family members, (2) foundations, trusts or other entities used for estate planning purposes provided that a member of the Frist family or other person described in clause (1) retains control over such shares at all times, (3) transferees approved by the Investor Group and/or (4) participants in the Frist Sell-Down. The shares contributed by or on behalf of the Frist Entities will be cancelled and retired, and will not be entitled to receive any merger consideration upon completion of the merger. The Frist Entities, Parent and the sponsors agreed to cooperate to structure the contribution of the HCA Common Stock held by the Frist Entities to Parent as a tax-free exchange (other than with respect to any cash received by the Frist Entities in the merger) to the extent permitted by law, and agreed that none of Parent or any member of the Investor Group may amend, modify or waive any provision of the merger agreement that would result in an adverse change in the ability of the Frist Entities to contribute the equity held by them to Parent in a tax-free exchange (other than with respect to any cash received by the Frist Entities in the merger). The obligation to contribute the shares is subject to the satisfaction or waiver by Parent of the conditions precedent to Parent s and Merger Sub s obligation to complete the merger and will occur contemporaneously with the consummation of the merger.

Debt Financing

Parent has received a debt commitment letter, dated as of July 24, 2006, from Bank of America, N.A. (Bank of America), Banc of America Bridge LLC (Banc of America Bridge), Banc of America Securities, JPMorgan Chase Bank, N.A. (JPMCB), J.P. Morgan Securities Inc. (JPMSI), Citigroup Global Markets Inc. (CGMI), Merrill Lynch Capital Corporation (MLCC) and Merrill Lynch, Pierce, Fenner & Smith Incorporated (MLPF&S and, together with Bank of America, Banc of America Bridge, Banc of America Securities, JPMCB, JPMSI, CGMI, and MLCC, the Debt Financing Sources) pursuant to which, subject to the conditions set forth therein:

Bank of America, JPMCB, CGMI and MLCC have each severally and not jointly committed to provide (each committing to 25%) to HCA and, in the case of the European Term Facility (as defined below), one or more of its European subsidiaries, up to $16.80 billion of senior secured credit facilities, for the purpose of financing the merger, repaying or refinancing certain existing indebtedness of HCA and its subsidiaries, paying fees and expenses incurred in connection with the merger and providing ongoing working capital and for other general corporate purposes of the surviving corporation and its subsidiaries; and

CGMI, Banc of America Bridge, JPMCB and MLCC have each severally and not jointly committed to provide (each committing to 25%) to HCA, up to $5.70 billion of senior secured second lien loans under a bridge facility, for the purpose of financing the merger, repaying or refinancing certain existing indebtedness of HCA and its subsidiaries and paying fees and expenses incurred in connection with the merger.

The debt commitments expire on January 31, 2007. The documentation governing the senior secured credit facilities and the bridge facility has not been finalized and, accordingly, the actual terms of such facilities may differ from those described in this proxy statement.

Conditions Precedent to the Debt Commitments

The availability of the senior secured credit facilities and the bridge facilities is subject to, among other things, there not having occurred since December 31, 2005 any change or condition that would constitute a material adverse effect on the company as defined in the merger agreement (see The Merger Agreement Representations and Warranties), consummation of the merger in accordance with the merger agreement (and no provision thereof having been waived or amended in a manner materially adverse to the lenders without the reasonable consent of Banc of America Securities, JPMSI, CGMI and MLPF&S) and the negotiation, execution and delivery of definitive documentation.

Senior Secured Credit Facilities

General. The borrower under the senior secured credit facilities will be, in the case of the senior secured credit facilities other than the European Term Facility, HCA, and, in the case of the European Term Facility, one or more of its European subsidiaries. The senior secured credit facilities will be comprised of a $2.25 billion senior secured tranche A term loan facility with a term of six years, a $9.30 billion senior secured tranche B term loan facility (which may be increased to the extent the amount funded at the closing of the merger under the asset-based revolving credit facility referred to below is less than $1.75 billion) with a term of seven years, a $1.25 billion (U.S. equivalent) senior secured European term loan facility (the European Term Facility) with a term of seven years, available in Euros, U.S. dollars and other currencies to be mutually agreed, a $2.00 billion senior secured asset-based revolving credit facility with a term of six years and a $2.00 billion senior secured revolving credit facility with a term of six years, a portion of which will be available in Euros, Pounds Sterling and other currencies to be agreed upon. Each revolving credit facility will include sublimits for the issuance of letters of credit and swingline loans, and a portion of the letter of credit availability under the revolving credit facility will be available in Euros, Pounds Sterling and other currencies to be agreed upon. No alternative financing arrangements or alternative financing plans have been made in the event that the senior secured credit facilities are not available as anticipated.

Banc of America Securities, JPMSI, CGMI and MLPF&S have been appointed as joint lead arrangers and joint bookrunners for the senior secured credit facilities. Bank of America will be the sole administrative agent, each of JPMCB and an affiliate of CGMI will be co-syndication agents and MLCC will be documentation agent for the senior secured credit facilities. In addition, additional agents or co-agents for the senior secured credit facilities may be appointed prior to consummation of the merger.

Interest Rate and Fees. Loans under the senior secured credit facilities are expected to bear interest, at the borrower s option, at (1) a rate equal to LIBOR (London Interbank Offered Rate) plus an applicable margin or (2) a rate equal to the higher of (a) the prime rate of Bank of America and (b) the federal funds effective rate plus 0.50%, plus (in either case) an applicable margin. After the effective date of the merger, the applicable margins will be subject to decrease pursuant to a leverage-based pricing grid.

In addition, the surviving corporation will pay customary commitment fees (subject to a decrease based on leverage) and letter of credit fees under the revolving credit facilities. Upon the initial funding of the senior secured credit facilities, Parent has also agreed to pay an underwriting fee to the Debt Financing Sources.

Prepayments and Amortization. The borrower will be permitted to make voluntary prepayments at any time, without premium or penalty (other than LIBOR breakage costs, if applicable), and required to make mandatory prepayments of term loans with (1) net cash proceeds of non-ordinary course asset sales (subject to reinvestment rights, the right to apply such proceeds to repay existing debt of HCA scheduled to mature prior to the earliest final maturity of the senior secured credit facilities then outstanding and other exceptions), (2) issuances of debt (other than permitted debt) and (3) a percentage of the surviving corporation s excess cash flow (to be defined). The term loans will also have required interim amortization payments, payable quarterly, with the balance payable at the final maturity date of such term loans.

Guarantors. All obligations under the senior secured credit facilities will be guaranteed by each existing and future direct and indirect, wholly-owned material domestic subsidiary of the surviving corporation that is an Unrestricted Subsidiary under HCA s existing Indenture dated as of December 16, 1993 (the Existing Indenture), and the obligations of the borrower under the European Term Facility will also be guaranteed by each existing and future wholly-owned material European subsidiary of the surviving corporation, in each case only to the extent permitted by applicable law and contract and to the extent such guarantee would not result in adverse tax or accounting consequences. If any guarantee (other than a domestic guarantee) is not provided at closing despite the use of commercially reasonable efforts to do so, the delivery of the guarantee will not be a condition precedent to the availability of the senior secured credit facilities on the closing date, but instead will be required to be delivered following the closing date pursuant to arrangements to be agreed upon.

Security. The obligations of the borrower and the guarantors under the asset-based revolving credit facility will be secured, subject to permitted liens and other agreed upon exceptions, by a first-priority lien on all present and future accounts receivable of the surviving corporation and certain subsidiaries of the surviving corporation to be agreed and all proceeds thereof (the Receivables Collateral), in each case to the extent otherwise permitted by applicable law and contract. The obligations of the borrower and the guarantors under the senior secured credit facilities (other than the asset-based revolving credit facility) will be secured, subject to permitted liens and other agreed-upon exceptions, by (i) a second-priority lien on certain of the Receivables Collateral, (ii) a first-priority lien on the capital stock of the first-tier subsidiaries owned by the surviving corporation and each guarantor of such facilities (limited, in the case of foreign subsidiaries, to 65% of the voting stock of such subsidiaries) and (iii) by substantially all present and future assets of the surviving corporation and each such guarantor (other than Principal Properties (as defined in the Existing Indenture) except for certain Principal Properties not to exceed a portion to be agreed of the 15% Consolidated Net Tangible Assets basket under the Existing Indenture) (collectively, the Non-Receivables Collateral), in each case to the extent otherwise permitted by applicable law and contract. The obligations of the borrower and the guarantors under the European Term Facility will also be secured, subject to permitted liens and other agreed upon exceptions (including an exception for Receivables Collateral), by substantially all present and future assets of such borrower and each such guarantor, in each case only to the extent permitted by applicable law and contract and to the extent such guarantee would not result in adverse tax or accounting consequences. If the security (other than any domestic stock pledge and any security interest capable of perfection by the filing of a Uniform Commercial Code financing statement) is not provided at closing despite the use of commercially reasonable efforts to do so, the delivery of the security will not be a condition precedent to the availability of the senior secured credit facilities on the closing date, but instead will be required to be delivered following the closing date pursuant to arrangements to be agreed upon.

Other Terms. The senior secured credit facilities will contain customary representations and warranties and customary affirmative and negative covenants, including, among other things, restrictions on indebtedness, liens, investments, sales of assets, mergers and consolidations, dividends and other distributions, redemptions, prepayments of certain subordinated indebtedness and certain existing indebtedness, and a minimum interest coverage ratio (applicable only to the asset-based revolving credit facility, and only when availability under such facility is less than 10% of the borrowing base thereunder) and a maximum total leverage ratio (applicable only to the other senior secured credit facilities). The senior secured facilities will also include customary events of default, including a change of control default.

High-Yield Debt Financing

HCA is expected to issue $5.70 billion aggregate principal amount of senior secured second lien notes. The notes will not be registered under the United States Securities Act of 1933, as amended (the Securities Act) and may not be offered in the United States absent registration under, or an applicable exemption from the registration requirements of, the Securities Act. The notes will be offered to qualified institutional buyers, as such term is defined in Rule 144A under the Securities Act, and to non-U.S. persons outside the United States in compliance with Regulation S under the Securities Act.

Bridge Facility

If the offering of notes by HCA is not completed substantially concurrently with the merger, the Debt Financing Sources have committed to provide up to $5.70 billion in loans under a senior secured second lien bridge facility to HCA. HCA will be the borrower under the senior secured second lien bridge facility. The obligations of the borrower and the guarantors under the senior secured second lien bridge facility will be secured, subject to permitted liens and other agreed-upon exceptions, by a second-priority lien on the Non-Receivables Collateral and by a third-priority lien on certain of the Receivables Collateral.

If the bridge loans are not paid in full on or before the first anniversary of the merger, the bridge loans will convert into extended term loans maturing on the tenth anniversary of the merger. Holders of any such extended term loans may choose to exchange such loans for exchange notes maturing on the tenth anniversary of the merger and also may, if necessary for the sale of such exchange notes to an

unaffiliated third party, fix the interest rate on any such exchange notes. The borrower would be required to register any exchange notes for public resale under a registration statement in compliance with applicable securities laws.

The bridge loans will bear interest at a floating rate equal to LIBOR plus a spread that increases over time, and will contain covenants customary for financings of this type, including covenants restricting the ability of the borrower, among other things and subject to exceptions, to incur or repay certain debt, to make dividends, distributions or redemptions and to incur liens. The borrower will be able to pay interest from time to time on up to $1.5 billion of the bridge loans by issuing additional loans or exchange notes in an amount equal to the interest then due.

The borrower will be required to prepay the bridge loans, to prepay or offer to prepay the extended loans and to redeem or offer to purchase the exchange notes under certain circumstances, including upon certain non-ordinary course asset sales or certain incurrences of debt (in each case, with certain exceptions) and upon a change of control of the Company.

CGMI, Banc of America Securities, JPMSI and MLPF&S have been appointed as joint lead arrangers and joint bookrunners for the bridge facility, and an affiliate of CGMI will act as the sole administrative agent for the bridge facility. In addition, additional agents or co-agents for the bridge facility may be appointed prior to consummation of the merger.

Guarantees; Remedies

In connection with the merger agreement, the members of the Investor Group, including the Frist Entities but not including Dr. Frist, have agreed to guarantee the due and punctual performance and discharge of certain of the payment obligations of Parent and Merger Sub under the merger agreement, up to a maximum amount equal to their respective pro rata share of a termination fee of $500 million. Each guarantee will remain in full force and effect until the earlier of (i) the effective time of the merger, (ii) the termination of the merger agreement under circumstances in which Parent and Merger Sub would not be obligated to pay the termination fee and (iii) the first anniversary of the date of the termination of such guarantee if the merger agreement is terminated under circumstances giving rise to a payment obligation of Parent or Merger Sub, provided the Company has not made a claim under the guarantee related to such obligation prior to such one year anniversary date.

We cannot seek specific performance to require Parent and Merger Sub to complete the merger, and our exclusive remedy for the failure of Parent and Merger Sub to complete the merger is the termination fee described above payable to us in the circumstances described under The Merger Agreement Termination Fees.

Interests of the Company s Directors and Executive Officers in the Merger

In considering the recommendations of the board of directors, HCA s shareholders should be aware that certain of HCA s directors and executive officers have interests in the transaction that are different from, and/or in addition to, the interests of HCA s shareholders generally. The special committee and our board of directors were aware of these potential conflicts of interest and considered them, among other matters, in reaching their decisions to approve the merger agreement and to recommend that our shareholders vote in favor of adopting the merger agreement.

Interests of Dr. Frist and the Frist Entities

Frisco, Inc. is a Delaware corporation and Frisco Partners is a Tennessee general partnership. Frisco, Inc. is wholly owned by members of Dr. Frist s immediate family and Frisco Partners is wholly owned by Dr. Frist and members of his immediate family. Each of the Frist Entities was formed for the purpose of personal investing by Dr. Frist and his family.

In connection with the merger agreement, Parent and the Frist Entities entered into a letter agreement (the Rollover Commitment Letter) pursuant to which the Frist Entities agreed to contribute 15,686,275 shares of HCA Common Stock to Parent immediately before the consummation of the merger in exchange for an ownership interest in Parent that is calculated on a pro rata basis, based on commitments by the Investor Group, including the Frist Entities (but not including Dr. Frist), with each share contributed by or on behalf of the Frist Entities being valued at $51.00. In addition, as noted under Financing of the Merger Equity Financing, the sponsors intend to assign, in the aggregate, up to $180 million of their equity commitments to the Frist Entities. Dr. Frist serves as a director of Frisco, Inc. and is a partner in Frisco Partners. Members of Dr. Frist s immediate family comprise all of the shareholders of Frisco, Inc. and the remaining partners in Frisco Partners. Dr. Frist and the Frist permitted assignees may contribute a portion of the shares of HCA Common Stock required to be contributed by the Frist Entities pursuant to the Rollover Commitment Letter.

The Frist Entities also entered into an interim investors agreement with Parent and the other members of the Investor Group (but not including Dr. Frist) and certain other equity investors. The interim investors agreement, among other things, sets forth certain terms and conditions governing the relationship among the members of the Investor Group (other than Dr. Frist) and Parent.

Frist Sell-Down. Under the interim investors agreement, prior to the consummation of the merger, the Frist Entities may decrease the amount of HCA Common Stock that they have agreed to contribute to Parent by up to $100 million (with each share being valued at $51.00) by assigning a portion of their commitment to one or more third parties, so long as the Frist Entities control the equity interests of Parent received by the third parties in all respects (including voting and disposition). To the extent the sponsors assign a portion of their equity commitments as described above, this amount may be increased by an amount to be determined.

Voting Agreement. In the interim investors agreement, the Frist Entities have agreed to vote all of the shares of HCA Common Stock that are beneficially owned by them in favor of the adoption of the merger agreement.

Governance of Parent Prior to the Merger. Pending consummation of the merger, the members of the Investor Group (but not including Dr. Frist) agreed that any three out of four of the private equity funds sponsored by KKR, Bain, and Merrill Lynch Global Private Equity and the Frist Entities (the Requisite Investors) may cause Parent to act or refrain from acting in order to comply with its obligations, satisfy its closing conditions or exercise its rights under the merger agreement. The approval of the Requisite Investors is also required for Parent to enforce its rights under any of the equity commitment letters executed by members of the Investor Group (other than Dr. Frist). The consent of all members of the Investor Group (other than Dr. Frist) is required to approve any of the following actions:

any amendment to the merger agreement that has an impact on any member of the Investor Group (other than Dr. Frist) that is different from the impact on the other members of the Investor Group (other than Dr. Frist) in a manner that is materially adverse to such member;

any modification or amendment to the merger agreement so as to increase or modify the form of the merger consideration or increase in any way the obligations of any member of the Investor Group (other than Dr. Frist) under the limited guarantees of the members of the Investor Group (other than Dr. Frist); and

any modification or waiver, in a manner adverse to Parent or the members of the Investor Group (other than Dr. Frist), of any provisions in the merger agreement relating to the termination fee or any financing contingency or condition.

If the Requisite Investors are willing to agree to proceed with or take any action with respect to the matters described in the second and third clauses above and any member of the Investor Group (other than Dr. Frist) declines to agree to such action, the Requisite Investors may nevertheless

proceed with such matter if they first terminate the declining member s participation in the transaction without any further liability under its equity commitment letter or guarantee.

Standstill Provision. Under the interim investors agreement, until the earlier of the closing and the termination of the merger agreement, the Frist Entities and the other members of the Investor Group (other than Dr. Frist) may not enter into any agreement, arrangement or understanding or have discussions with any other potential investor(s) or acquirer(s) of the Company or any of its representatives with respect to an alternative transaction involving the Company without the prior approval of the Requisite Investors. If the Frist Entities do not consent to a modification or amendment to the merger agreement so as to increase or modify the form of the merger consideration or to increase the obligations under the several limited guarantees of the members of the Investor Group (other than Dr. Frist), or if the Frist Entities fail to contribute the roll over shares to Parent, and in either case the merger agreement is subsequently terminated, the foregoing standstill agreement will continue to apply to the Frist Entities for a period of one year following the earlier of the closing and the termination of the merger agreement.

Right to Designate Directors of Parent. Under the interim investors agreement, if the merger is consummated, the Frist Entities will have the right to designate two directors on Parent s board of directors. The ability of the Frist Entities and other members of the Investor Group (other than Dr. Frist) to designate directors will be adjusted to reflect changes in the ownership of Parent by the members of the Investor Group (other than Dr. Frist).

Termination Fee. Pursuant to the interim investors agreement, the Frist Entities are entitled to receive a pro rata share of any termination fee paid by the Company or any of its affiliates as directed by Parent pursuant to the merger agreement, net of any expenses of Parent and the Investor Group (other than Dr. Frist) that are required to be shared by all members of the Investor Group (other than Dr. Frist). See The Merger Agreement Termination Fees.

The foregoing summary of the interim investors agreement is qualified in its entirety by reference to the copy of such agreement attached as an exhibit to the Schedule 13E-3 filed with the SEC in connection with the merger and incorporated herein by reference.

The Frist Entities also entered into a limited guarantee agreement with the Company pursuant to which, among other things, the Frist Entities agreed to pay 15.1% of any termination fee payable by Parent to the Company under the merger agreement, up to a maximum amount of $75.5 million.

Dr. Frist and certain members of his family also have relationships with certain other members of the Investor Group. Specifically, Dr. Frist and his wife, certain entities affiliated with the Frist family and The Frist Foundation have committed an aggregate of $45.5 million to investment funds advised by, or formerly advised by, Bain. One or more of the Bain funds in which entities affiliated with Dr. Frist have invested is expected to invest in Parent in connection with the merger. Dr. Frist and Dr. Frist s wife, as joint tenants, committed $4.3 million to Bain Capital Fund VI, L.P., $6.0 million to Bain Capital Fund VII, L.P., $10.0 million to Bain Capital Fund VII-E, L.P., $2.0 million to Bain Capital Fund VIII, L.P. and $4.0 million to Bain Capital VII Coinvestment Fund, L.P. The Frist Foundation, an entity affiliated with Dr. Frist, committed $1.0 million to Bain Capital IX Coinvestment Fund, L.P. and $1.0 million to Bain Capital Fund VIII, L.P. and $4.0 million to Bain Capital VII Coinvestment Fund, L.P. Frist Investment Company, an entity affiliated with Dr. Frist, committed $6.0 million to Bain Capital Fund Fund IX, L.P. Frisco Partners, an entity affiliated with Dr. Frist, committed $3.6 million to each of Bain Capital Fund V, L.P. and Bain Capital Fund IV, L.P. Dr. Frist also has a line of credit from an affiliate of Merrill Lynch.

HCA Equity Compensation and Bonus Plans

Except as described below under New Arrangements with the Surviving Corporation After Closing Equity Roll Over Commitments, upon the consummation of the merger, all of our equity

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compensation awards (including our awards held by executive officers) will be subject to the following treatment, except as otherwise agreed by a holder or participant and Parent,

all unvested stock options will vest and all stock options will be cancelled and converted into the right to receive a cash payment equal to the number of outstanding options multiplied by the amount (if any) by which $51.00 exceeds the option exercise price,

all shares of restricted stock and restricted share units will vest and be cancelled and converted into the right to receive a cash payment equal to the number of outstanding restricted shares multiplied by $51.00 (and, with respect to restricted share units, the value of any deemed dividend equivalents accrued but unpaid with respect to such restricted share units), and

all salary amounts withheld on behalf of the participants in the Employee Stock Purchase Plan and Management Stock Purchase Plan through the closing date of the merger will be deemed to have been used to purchase HCA Common Stock under the terms of these plans, using the closing date of the merger as the last date of the applicable offering period under these plans, and converted into the right to receive, effectively, a cash payment equal to the number of shares deemed purchased under these plans multiplied by $51.00.

See The Merger Agreement Treatment of Options and Other Awards and The Merger Agreement Employee Benefits for a more complete discussion of the treatment of these plans.

In addition, the executives who are covered officers under the 2006 Senior Officer Performance Excellence Program (our annual bonus program for these executives) will be paid their target bonus amount under the program in cash upon consummation of the merger.

All of the preceding cash payments will be subject to applicable withholding taxes.

The table below sets forth, as of October 6, 2006 (for each of our named executive officers, our other executive officers, Dr. Frist, and our executive officers and Dr. Frist as a group): (a) the number of stock options held by such person, including unvested stock options that will vest upon the consummation of the merger, (b) the cash payment that may be made in respect of the foregoing employee stock options upon the consummation of the merger, (c) the aggregate number of restricted shares that will vest upon consummation of the merger, (d) the aggregate cash payment that will be made in respect of the foregoing restricted shares upon the consummation of the merger, (e) the estimated aggregate cash payment under the Employee Stock Purchase Plan and Management Stock Purchase Plan which is expected to exceed their salary deferrals assuming a November 30, 2006 closing date, (f) the cash payment under the 2006 Senior Officer Performance Excellence Program (the PEP) upon the consummation of the merger, (g) the cash payment that will be made in respect of all other shares owned by such person (as reflected in the table on page 89 of this proxy statement, including shares owned through employee benefit plans, but excluding stock options and restricted shares) upon consummation of the merger, and (h) the total cash payment such person will receive in respect of all payments described in this table if the merger is consummated (in all cases before applicable withholding taxes).

	Vested and Unvested Stock Options		Restricted Shares		Stock Purchase	PEP Bonus	Other Cash Payment for Other Beneficially Owned Shares	Total Cash
Name	Number(1)	Cash Payment	Number	Cash Payment	Payment(2)	Payment		Payment(1)
Jack O. Bovender, Jr.	2,266,410	$ 27,998,743	165,075	$ 8,418,825	$ 28,531	$ 1,944,300	$ 7,378,323	$ 45,768,722

Richard M. Bracken	1,112,812	$ 10,497,804	85,239	$ 4,347,189	$ 37,369	$ 954,800	$ 4,441,743	$ 20,278,905
R. Milton Johnson	501,739	$ 6,322,243	52,203	$ 2,662,353	$ 33,026	$ 450,200	$ 1,253,325	$ 10,721,147
Samuel N. Hazen	663,641	$ 6,955,770	56,394	$ 2,876,094	$ 34,708	$ 473,200	$ 2,324,070	$ 12,663,842
Robert A. Waterman	406,624	$ 6,937,589	42,695	$ 2,177,445	$ 34,708	$ 394,300	$ 2,705,754	$ 12,249,796
Other 17 senior executive officers	3,735,427	$ 46,244,919	427,201	$ 21,787,251	$ 223,550	$ 1,529,700	$ 28,549,698	$ 98,335,118
Dr. Thomas F. Frist, Jr.	29,898	$ 177,389	9,088(3)	$ 463,488			$ 133,782,180(4)	$ 134,423,057
Total of all executive officers and Dr. Frist	8,716,551	$ 105,134,458	837,895	$ 42,732,645	$ 391,893	$ 5,746,500	$ 180,435,093	$ 334,440,589

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(1) With respect to Messrs. Bovender, Bracken, Johnson, Hazen, Waterman and other executive officers, amounts reflect the payments that would be received if such officers were to receive the merger consideration for all equity held by such officers and do not exclude amounts such officers may reinvest and/or roll over pursuant to the equity roll over commitments described on pages 55 and 56 of this proxy statement.

(2) Based on estimated payroll deductions through November 30, 2006 and stock prices as of September 30, 2006.

(3) Includes restricted share units.

(4) Amounts exclude 14,236,727 shares which Dr. Frist and the Frist Entities intended, as of October 6, 2006, to contribute to Parent in connection with the merger in exchange for a portion of the equity securities of Parent as described on page 52 of this proxy statement and are subject to change in the event the sponsors assign any of their equity commitments to the Frist Entities and in connection with the Frist Sell-Down. See Financing of the Merger Equity Financing.

HCA Supplemental Executive Retirement Plan

Upon the consummation of the merger, all benefits under the SERP will vest and the normal retirement age pursuant to the SERP will be reduced from age 62 to age 60. In the event a participant is terminated without cause or resigns for good reason (as such terms are defined in the SERP) within six months before or after the consummation of the merger, such participant will receive an additional three years of service credit under the SERP (not to exceed 25, in total) and the non-compete provisions contained in the SERP will be waived. In addition, the merger agreement provides that the Company will amend the SERP prior to the consummation of the merger so that it cannot be terminated, or amended in a manner that would adversely affect any of the participants in the SERP as of July 24, 2006, until each current participant has become fully vested in the maximum benefit available under the SERP.

New Arrangements with the Surviving Corporation After Closing

The sponsors indicated in their discussions with management regarding the acquisition that it was critical in their willingness to proceed with the acquisition that seven senior executive officers, including Jack O. Bovender, Jr., Richard M. Bracken, R. Milton Johnson, Samuel N. Hazen, W. Paul Rutledge, Beverly B. Wallace and Charles J. Hall who was appointed as President of our Eastern Group effective October 1, 2006 (the Senior Management Group), commit to make significant investments in the surviving corporation. Accordingly, in connection with entering into the merger agreement and in contemplation of the acquisition, each member of the Senior Management Group agreed with the Investor Group on certain general employment and equity compensation terms, although it is not expected that definitive agreements will be entered into until a later date prior to the consummation of the merger.

Equity Roll Over Commitments

Each member of the Senior Management Group committed to invest a certain amount into the surviving corporation, although each is permitted to invest more than this amount. This investment could be in the form of a cash investment, a roll over of HCA employee stock options or a rollover of unrestricted shares of HCA Common Stock. Any HCA stock options rolled over would not be cancelled and cashed out upon consummation of the merger as described above, and instead would become stock options exercisable for the stock of the surviving corporation. Any unrestricted shares of HCA Common

Stock rolled over would be exchanged for shares of common stock of the surviving corporation. The currently committed investments are as follows:

Name	Equity Commitment
Jack O. Bovender, Jr.	$20.0 million
Richard M. Bracken	$10.0 million
R. Milton Johnson	$ 6.0 million
Samuel N. Hazen	$ 5.5 million
W. Paul Rutledge	$ 3.0 million
Beverly B. Wallace	$ 2.0 million
Charles J. Hall	$ 1.0 million

It is expected that some of our other employees will also be permitted to (but not required to) invest cash, roll over HCA employee stock options and/or rollover unrestricted shares of HCA Common Stock into equity of the surviving corporation.

New Stock Option Plan

In connection with the consummation of the merger, the surviving corporation will adopt a new stock option plan under which it is contemplated that approximately 1,600 employees (including the executive officers) will be eligible to receive options to acquire the stock of the surviving corporation. The new option plan will permit the grant of options covering 10% of the fully diluted equity of the surviving corporation immediately after consummation of the merger. It is expected that substantially all of the options under the new option plan will be granted at the closing of the merger. A portion of the options will vest solely based upon continued employment over a specific period of time and a portion of the options will vest based both upon continued employment over a specific period of time and upon the achievement of predetermined performance targets over time. A substantial majority of the options will have an exercise price which is the equivalent of $51.00 per share, but some of the options will have an exercise price in excess of the equivalent of $51.00 per share. On the consummation of the merger, Jack O. Bovender, Jr. will receive an option grant covering at least 4.2% of the total number of options that can be granted under the new option plan. The size of the option grants to the other members of the Senior Management Group, including the Management Rollover Holders, and to the other executive officers have not yet been determined.

Employment Agreements

In connection with the consummation of the merger, the Company s top eight executive officers (including each member of the Senior Management Group and Robert A. Waterman) (each an Executive) will enter into substantially similar employment agreements with the surviving corporation, which agreements will govern the terms of each executive s employment after the closing of the acquisition. The offices held by existing members of the Senior Management Group and Robert A. Waterman will not change as a result of execution of these employment agreements, although Jack O. Bovender, Jr. and Richard M. Bracken will be members of the board of directors of the surviving corporation so long as they remain officers of the surviving corporation, with Mr. Bovender continuing to serve as the chairman of the board of directors. The term of employment under each of these agreements shall be indefinite and will be terminable by either party at any time; provided that an Executive must give no less than 90 days notice prior to a resignation.

Each employment agreement will set forth the Executive s annual base salary, which will be subject to discretionary annual increases upon review by the Company s Board of Directors, and will state that the Executive will be eligible to earn an annual bonus as a percentage of salary with respect to each fiscal year, based upon the extent to which annual performance targets established by the Company s Board of Directors are achieved. With respect to the 2007 fiscal year, each Executive is expected to be eligible to earn (i) a target bonus, if 2007 performance targets are met, (ii) a specified percentage of the target bonus, if threshold levels of performance are achieved but performance targets are not met, or (iii) a multiple of the target bonus if maximum performance goals are achieved, with the annual

bonus amount being interpolated, in the sole discretion of the board, for performance results that exceed threshold

levels but do not meet or exceed maximum levels. The employment agreements also will commit the Company to provide each Executive with annual bonus opportunities in 2008 that are consistent with those applicable to the 2007 fiscal year, unless doing so would be adverse to the interests of the Company and its shareholders.

Pursuant to each employment agreement, if an Executive s employment terminates due to death or disability, the Executive would be entitled to receive (i) any base salary and any bonus that is earned and unpaid through the date of termination, (ii) reimbursement of any unreimbursed business expenses properly incurred by the Executive, (iii) such employee benefits, if any, as to which the Executive may be entitled under the Company s employee benefit plans (the payments and benefits described in (i) through (iii) being accrued rights), and (iv) a pro rata portion of any annual bonus that the Executive would have been entitled to receive pursuant to the employment agreement based upon the Company s actual results for the year of termination (with such proration based on the percentage of the fiscal year that shall have elapsed through the date of termination of employment, payable to the Executive when the annual bonus would have been otherwise payable (the pro rata bonus)).

If an Executive s employment is terminated by the Company without cause (as defined in the employment agreement) or by the Executive for good reason (as defined in the employment agreement) (each a qualifying termination), the Executive would be entitled to (i) the accrued rights, (ii) subject to compliance with certain confidentiality, non-competition and non-solicitation covenants contained in his or her employment agreement and execution of a general release of claims on behalf of the Company, an amount equal to the product of (x) two (three in the case of Jack O. Bovender, Jr., Richard M. Bracken and R. Milton Johnson) and (y) the sum of (A) the Executive s base salary and (B) annual bonus paid or payable in respect of the fiscal year immediately preceding the fiscal year in which termination occurs, payable over a two-year period, (iii) the pro rata bonus (as defined above), and (iv) continued coverage under the Company s group health plans during the period over which the cash severance described in clause (ii) is paid. However, in lieu of receiving the payments and benefits described in (ii), (iii) and (iv) immediately above, the Executive may instead elect to have his or her covenants not to compete waived by the Company.

In the event of an Executive s termination of employment that is not a qualified termination or a termination due to death or disability, he or she will only be entitled to the accrued rights (as defined above).

Additionally, pursuant to the employment agreement, the Company will agree to indemnify each Executive against any adverse tax consequences (including, without limitation, under Section 409A and 4999 of the Internal Revenue Code), if any, that result from the adjustment by the Company of stock options held by the Executive in connection with the merger or the future payment of any extraordinary cash dividends.

The employment agreement with Jack O. Bovender Jr. will also provide that in the event of (i) any termination of Mr. Bovender s employment after Mr. Bovender has attained 62 years of age (other than a termination by the Company for cause) or (ii) a termination of Mr. Bovender s employment by the Company without cause, then (A) neither Mr. Bovender nor the Company will have any put or call rights with respect to Mr. Bovender s new options granted pursuant to the Company s new option plan (as discussed in the section above) or stock acquired upon exercise of such options, (B) the unvested new options held by Mr. Bovender that vest solely based on the passage of time will vest as if Mr. Bovender s employment had continued through the next three anniversaries of their date of grant, (C) the unvested new options held by Mr. Bovender that are performance options will remain outstanding and will vest, if at all, on the next three dates that they would have otherwise vested had Mr. Bovender s employment continued, based upon the extent to which performance goals are met, and (D) Mr. Bovender s new options will remain exercisable until the second anniversary of the last date on which his performance-based new options are eligible to vest, except that Mr. Bovender s new options that are granted with a strike price equal to two times that of his performance-based new options will remain exercisable until the fifth anniversary of the last date on which his performance-based new options are eligible to vest.

Board of Directors Representation

Jack O. Bovender, Jr. and Richard M. Bracken will be members of the board of directors of the surviving corporation so long as they remain officers of the surviving corporation, with Mr. Bovender continuing to serve as the chairman of the board of directors.

HCA Director Compensation Arrangements and Other Interests

As of October 6, 2006, our directors, other than Dr. Frist and Messrs. Bovender and Bracken, held options to purchase an aggregate of 426,420 shares of HCA Common Stock at a weighted average exercise price of $38.58 per share, and an aggregate of 132,153 shares of restricted stock or restricted share units. As with our other employees generally, the vesting of these awards will be accelerated in connection with the merger and these awards will be cancelled and converted into the right to receive the merger consideration or otherwise be cashed out as described elsewhere in this proxy statement. The aggregate cash payment that will be made to these directors in respect of unvested restricted shares, restricted share units or options upon the consummation of the merger is anticipated to be approximately $12,265,490, based on a cash merger consideration of $51.00 per share. The chairman of the special committee will receive remuneration in the amount of $100,000, plus expenses, in consideration of his acting in such capacity, and each other member of the special committee will receive remuneration in the amount of $60,000, plus expenses, in consideration of his or her acting in such capacity. The members of the board of directors (excluding Dr. Frist and Messrs. Bovender and Bracken) are independent of and have no economic interest or expectancy of an economic interest in Parent or its affiliates, and will not retain an economic interest in the surviving corporation or Parent following the merger.

Indemnification and Insurance

The surviving corporation has agreed to indemnify, to the greatest extent permitted by law, each of our present and former directors and executive officers against all expenses, losses and liabilities (and to comply with all of our obligations to advance funds for expenses) incurred in connection with any claim, proceeding or investigation arising out of any act or omission in their capacity as an officer or director occurring on or before the closing date of the acquisition.

The merger agreement requires that we purchase, and that following the closing date of the acquisition the surviving corporation maintain, tail coverage directors and officers liability insurance policies in an amount and scope at least as favorable as the Company s existing policies and with a claims period of at least six years from the closing date of the acquisition for claims arising from facts or events that occurred on or prior to the closing date. If the annual premiums of insurance coverage exceed 300% of our current annual premium, the surviving corporation must obtain a policy with the greatest coverage available for a cost not exceeding 300% of the current annual premium paid by us.

Material U.S. Federal Income Tax Consequences of the Merger to Our Shareholders

The following is a summary of the material U.S. federal income tax consequences of the merger to holders of HCA Common Stock whose shares of HCA Common Stock are converted into the right to receive cash in the merger. This summary does not purport to consider all aspects of U.S. federal income taxation that might be relevant to our shareholders. For purposes of this discussion, we use the term U.S. holder to mean a beneficial owner of shares of HCA Common Stock that is, for U.S. federal income tax purposes:

- a citizen or resident of the United States;
- a corporation created or organized under the laws of the United States or any of its political subdivisions;
- a trust that (i) is subject to the supervision of a court within the United States and the control of one or more U.S. persons or (ii) has a valid election in effect under applicable U.S. Treasury regulations to be treated as a U.S. person; or
- an estate that is subject to U.S. federal income tax on its income regardless of its source.

A non-U.S. holder is a person (other than a partnership) that is not a U.S. holder.

If a partnership holds HCA Common Stock, the tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. A partner of a partnership holding HCA Common Stock should consult its tax advisor.

This discussion is based on current law, which is subject to change, possibly with retroactive effect. It applies only to beneficial owners who hold shares of HCA Common Stock as capital assets, and may not apply to shares of HCA Common Stock received in connection with the exercise of employee stock options or otherwise as compensation, shareholders who hold an equity interest, directly or indirectly, in Parent or the surviving corporation after the merger, or certain types of beneficial owners who may be subject to special rules (such as insurance companies, banks, tax-exempt organizations, financial institutions, broker-dealers, partnerships, S corporations or other pass-through entities, mutual funds, traders in securities who elect the mark-to-market method of accounting, shareholders subject to the alternative minimum tax, shareholders that have a functional currency other than the U.S. dollar, or shareholders who hold HCA Common Stock as part of a hedge, straddle or a constructive sale or conversion transaction). This discussion does not address the receipt of cash in connection with the cancellation of shares of restricted stock, restricted share units or options to purchase shares of HCA Common Stock, or any other matters relating to equity compensation or benefit plans. This discussion also does not address any aspect of state, local or foreign tax laws.

U.S. Holders

The exchange of shares of HCA Common Stock for cash in the merger will be a taxable transaction to U.S. holders for U.S. federal income tax purposes. In general, a U.S. holder whose shares of HCA Common Stock are converted into the right to receive cash in the merger will recognize capital gain or loss for U.S. federal income tax purposes equal to the difference, if any, between the amount of cash received with respect to such shares (determined before the deduction of any applicable withholding taxes) and the shareholder s adjusted tax basis in such shares. Gain or loss will be determined separately for each block of shares (i.e., shares acquired at the same cost in a single transaction). Such gain or loss will be long-term capital gain or loss provided that a shareholder s holding period for such shares is more than 12 months at the time of the consummation of the merger. Long-term capital gains of individuals are eligible for reduced rates of taxation. There are limitations on the deductibility of capital losses.

Backup withholding of tax may apply to cash payments received by a non-corporate shareholder in the merger, unless the shareholder or other payee provides a taxpayer identification number (social security number, in the case of individuals, or employer identification number, in the case of other shareholders), certifies that such number is correct, and otherwise complies with the backup withholding rules. Each of our shareholders should complete and sign the Substitute Form W-9 included as part of the letter of transmittal and return it to the paying agent, in order to provide the information and certification necessary to avoid backup withholding, unless an exemption applies and is established in a manner satisfactory to the paying agent.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowable as a refund or a credit against a U.S. holder s federal income tax liability provided the required information is timely furnished to the Internal Revenue Service.

Cash received in the merger will also be subject to information reporting unless an exemption applies.

Non-U.S. Holders

Any gain realized on the receipt of cash in the merger by a non-U.S. holder generally will not be subject to United States federal income tax unless:

- the gain is effectively connected with a trade or business of the non-U.S. holder in the United States (and, if required by an applicable income tax treaty, is attributable to a United States permanent establishment of the non-U.S. holder);

- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or

- HCA is or has been a United States real property holding corporation for U.S. federal income tax purposes and the non-U.S. holder owned more than 5% of HCA s Common Stock at any time during the five years preceding the merger.

An individual non-U.S. holder described in the first bullet point immediately above will be subject to tax on the net gain derived from the merger under regular graduated U.S. federal income tax rates. If a non-U.S. holder that is a foreign corporation falls under the first bullet point immediately above, it will be subject to tax on its net gain in the same manner as if it were a U.S. person as defined under the Code and, in addition, may be subject to the branch profits tax equal to 30% of its effectively connected earnings and profits or at such lower rate as may be specified by an applicable income tax treaty. An individual non-U.S. holder described in the second bullet point immediately above will be subject to a flat 30% tax on the gain derived from the merger, which may be offset by U.S. source capital losses, even though the individual is not considered a resident of the United States.

HCA believes that it is not and has not been a United States real property holding corporation for U.S. federal income tax purposes.

Backup withholding of tax may apply to the cash received by a non-corporate shareholder in the merger, unless the shareholder or other payee certifies under penalty of perjury that it is a non-U.S. holder in the manner described in the letter of transmittal (and the payor does not have actual knowledge or reason to know that the beneficial owner is a U.S. person as defined under the Code) or otherwise establishes an exemption in a manner satisfactory to the paying agent. Backup withholding is not an additional tax and any amounts withheld under the backup withholding rules may be refunded or credited against a non-U.S. holder s U.S. federal income tax liability, if any, provided that such non-U.S. holder furnishes the required information to the Internal Revenue Service in a timely manner. Cash received in the merger will also be subject to information reporting, unless an exemption applies.

The U.S. federal income tax consequences set forth above are not intended to constitute a complete description of all tax consequences relating to the merger. Because individual circumstances may differ, each shareholder should consult the shareholder s tax advisor regarding the applicability of the rules discussed above to the shareholder and the particular tax effects to the shareholder of the merger in light of such shareholder s particular circumstances, the application of state, local and foreign tax laws, and, if applicable, the tax consequences of the receipt of cash in connection with the cancellation of restricted shares, restricted share units or options to purchase shares of HCA Common Stock, including the transactions described in this proxy statement relating to our other equity compensation and benefit plans.

Certain Relationships Between Parent and HCA

There are no material relationships between Parent and Merger Sub or any of their respective affiliates, on the one hand, and HCA or any of its affiliates, on the other hand, other than in respect of the merger agreement and those arrangements described above under Background of the Merger and Interests of the Company s Directors and Executive Officers in the Merger.

Litigation Related to the Merger

HCA is aware of six purported class action lawsuits related to the merger filed against some or all of the following: HCA, Jack O. Bovender, Jr., Richard M. Bracken, each of the Company s directors, and the Investor Group in the Chancery Court for Davidson County, Tennessee. The lawsuits and dates of filing are as follows: *Pirelli Armstrong Tire Corporation Retiree Medical Benefits Trust, on behalf of itself and all others similarly situated v. HCA, Inc., et al.*, Davidson County Chancery Court, No. 06-1816-III (filed July 24, 2006); *William Cedar, on behalf of itself and all others similarly situated v. HCA, Inc., et al.*, Davidson County Chancery Court, No. 06-1820-I (filed July 24, 2006); *C.A. Corry, on behalf of itself and all others similarly situated v. HCA, Inc., et al.*, Davidson County Chancery Court, No. 06-1819-I (filed July 24, 2006); *Henry F. Ewert, Jr., on behalf of himself and all others similarly situated v. HCA, Inc.,*

et al., Davidson County Chancery Court, No. 06-1821-III (filed July 24, 2006); *Robert Kemp, on behalf of himself and all others similarly situated v. C. Michael Armstrong, et al.*, Davidson County Chancery Court, No. 06-1831-II (filed July 26, 2006); and *Malky Lerner v. C. Michael Armstrong, et al.*, Davidson County Chancery Court, No. 06-1832-II (filed July 26, 2006). These Tennessee cases have been transferred to and consolidated before the same Chancellor, which will allow these cases to be litigated as a single matter. The consolidated action is entitled *In re HCA Inc. Shareholder Litigation*, Davidson County Chancery Court, No. 06-1816-III. HCA is also aware of two purported class action lawsuits filed against the following: HCA, Jack O. Bovender, Jr., Richard M. Bracken, each of the Company s directors, Thomas F. Frist, Jr., M.D., Hercules Holding II, LLC and Hercules Acquisition Corporation in the Chancery Court for the State of Delaware, New Castle County. The lawsuits and filing dates are as follows: *Momentum Partners, on behalf of its itself and all others similarly situated v. C. Michael Armstrong, et al.,* Delaware Chancery Court, No. 2307-N (filed July 28, 2006) and *Robert Garfield v. C. Michael Armstrong, et al.,* Delaware Chancery Court, No. 2373-N (filed August 25, 2006). These Delaware cases have been consolidated before the same Chancellor, which will allow these cases to be litigated as a single matter. The consolidated action is entitled *In re HCA, Inc. Shareholders Litigation,* Delaware Chancery Court, No. 2307-N. The complaints in all these lawsuits are substantially similar and allege, among other things, that the merger is the product of a flawed process and that the consideration to be paid to the HCA shareholders in the merger is unfair and inadequate. The complaints further allege, among other things, that the officers and directors of HCA breached their fiduciary duties by, among other things, taking actions designed to deter higher offers from other potential acquirers, failing to maximize the value of HCA to its shareholders, avoiding competitive bidding, capping the price of HCA s stock, failing to properly value HCA, ignoring or not protecting against numerous conflicts of interest, and failing to disclose all material information that would permit HCA s shareholders to cast a fully informed vote on the merger. The complaints further allege that the Investor Group aided and abetted the actions of the HCA officers and directors in breaching their fiduciary duties to the shareholders of HCA. The complaints seek, among other relief, some or all of the following: class certification of the respective lawsuits, an injunction preventing consummation of the merger, a declaration that the merger agreement was entered into in breach of the fiduciary duties of defendants, an order directing defendants to exercise their fiduciary duties to obtain a transaction which is in the best interests of HCA shareholders until the process for a sale or auction of HCA is completed and the highest price is obtained, an order rescinding the merger or any of the terms of the merger to the extent already implemented, an award of money damages, an accounting of any benefits resulting from unlawful conduct, pre-judgment and post-judgment interest, attorneys fees and expenses, and such other relief as the courts might find just and proper. HCA believes these lawsuits are without merit and plans to defend them vigorously. Additional lawsuits pertaining to the merger could be filed in the future.

Fees and Expenses of the Merger

We estimate that we will incur, and will be responsible for paying, transaction-related fees and expenses, consisting primarily of financial, legal, accounting and tax advisory fees, SEC filing fees and other related charges, totaling approximately $65.4 million. This amount includes the following estimated fees and expenses:

Description	**Amount to be Paid**
SEC filing fee	$ 2,276,863
Printing, proxy solicitation and mailing expenses	600,000
Financial, legal, accounting and tax advisory fees and expenses	62,000,000
Miscellaneous expenses	500,000
Total	$ 65,376,863

THE MERGER AGREEMENT
(PROPOSAL NO. 1)

This section of the proxy statement describes the material provisions of the merger agreement but does not purport to describe all of the terms of the merger agreement. The following summary is qualified in its entirety by reference to the complete text of the merger agreement, which is attached as Annex A to this proxy statement and incorporated into this proxy statement by reference. We urge you to read the full text of the merger agreement because it is the legal document that governs the merger. It is not intended to provide you with any other factual information about us. Such information can be found elsewhere in this proxy statement and in the public filings we make with the SEC, as described in the section entitled Where You Can Find More Information below.

The Merger

The merger agreement provides for the merger of Merger Sub with and into HCA upon the terms, and subject to the conditions, of the merger agreement. The merger will be effective at the time the certificate of merger is filed with the Secretary of State of the State of Delaware (or at a later time, if agreed upon by the parties and specified in the certificate of merger). We expect to complete the merger as promptly as practicable after our shareholders adopt the merger agreement and, if necessary, the expiration of the marketing period described below.

As the surviving corporation, HCA will continue to exist following the merger. Upon consummation of the merger, the directors of Merger Sub will be the initial directors of the surviving corporation and the officers of HCA will be the initial officers of the surviving corporation. All surviving corporation officers will hold their positions until their successors are duly elected and qualified or until the earlier of their resignation or removal.

We, Parent or Merger Sub may terminate the merger agreement prior to the consummation of the merger in some circumstances, whether before or after the approval of the merger agreement by shareholders. Additional details on termination of the merger agreement are described in Termination of the Merger Agreement.

Merger Consideration

Each share of HCA Common Stock issued and outstanding immediately before the merger will automatically be cancelled and will cease to exist and will be converted into the right to receive $51.00 in cash, without interest and less any applicable withholding taxes, other than:

- shares held in treasury or owned by Parent, including shares that are contributed to Parent in exchange for shares of Parent s capital stock and shares (including restricted shares) otherwise acquired by Parent pursuant to agreements with shareholders of the Company, that will be cancelled,

- shares held by subsidiaries of Parent or HCA, which will remain outstanding after consummation of the merger, and

- shares held by holders who have properly demanded and perfected their appraisal rights.

After the merger is effective, each holder of a certificate representing any shares of HCA Common Stock (other than shares for which appraisal rights have been properly demanded and perfected) will no longer have any rights with respect to the shares, except for the right to receive the merger consideration. See Dissenters Rights of Appraisal.

Treatment of Options and Other Awards

Upon the consummation of the merger, except as otherwise agreed by the holder and Parent, all outstanding options to acquire HCA Common Stock under the Company s equity incentive plans will become fully vested and immediately exercisable and all such options (other than certain such options

held by certain Management Rollover Holders) not exercised prior to the merger will be cancelled and converted into the right to receive a cash payment equal to the number of shares of HCA Common Stock underlying the option multiplied by the amount by which $51.00 exceeds the exercise price for each share of HCA Common Stock underlying the options, without interest and less any applicable withholding taxes. Additionally, except as otherwise agreed by the holder and Parent, all shares of restricted stock and restricted share units will, upon the consummation of the merger, vest and be cancelled and converted into the right to receive a cash payment equal to the number of outstanding restricted shares and restricted share units multiplied by $51.00 (together, with respect to restricted share units, the value of any deemed dividend equivalents accrued but unpaid with respect to such restricted share units), without interest and less any applicable withholding taxes. Certain options held by certain of the Management Rollover Holders that are not exercised prior to consummation of the merger will be converted into options for shares of common stock of the surviving corporation. In addition, certain of the Management Rollover Holders may elect to exchange certain unrestricted shares of HCA Common Stock for shares of common stock of the surviving corporation.

The effect of the merger upon our stock purchase and certain other employee benefit plans is described below under Employee Benefits.

Payment for the Shares

Before the merger, we will designate a paying agent reasonably satisfactory to Parent to make payment of the merger consideration as described above. Immediately after the effective time of the merger, the surviving corporation will deposit, or Parent shall cause the surviving corporation to deposit, in trust with the paying agent the funds appropriate to pay the merger consideration to the shareholders.

Upon the consummation of the merger and the settlement of transfers that occurred prior to the effective time, we will close our stock ledger. After that time, there will be no further transfer of shares of HCA Common Stock.

As promptly as practicable after the consummation of the merger, the surviving corporation will send, or cause the paying agent to send, you a letter of transmittal and instructions advising you how to surrender your certificates in exchange for the merger consideration. The paying agent will pay you your merger consideration after you have (1) surrendered your certificates to the paying agent and (2) provided to the paying agent your signed letter of transmittal and any other items specified by the letter of transmittal. Interest will not be paid or accrue in respect of the merger consideration. The surviving corporation will reduce the amount of any merger consideration paid to you by any applicable withholding taxes. YOU SHOULD NOT FORWARD YOUR STOCK CERTIFICATES TO THE PAYING AGENT WITHOUT A LETTER OF TRANSMITTAL, AND YOU SHOULD NOT RETURN YOUR STOCK CERTIFICATES WITH THE ENCLOSED PROXY.

If any cash deposited with the paying agent is not claimed within twelve (12) months following the effective time of the merger, such cash will be returned to the surviving corporation upon demand subject to any applicable unclaimed property laws. Any unclaimed amounts remaining immediately prior to when such amounts would escheat to or become property of any governmental authority will be returned to the surviving corporation free and clear of any prior claims or interest thereto.

If the paying agent is to pay some or all of your merger consideration to a person other than you, as the registered owner of a stock certificate, you must have your certificates properly endorsed or otherwise in proper form for transfer, and you must pay any transfer or other taxes payable by reason of the transfer or establish to the paying agent s reasonable satisfaction that the taxes have been paid or are not required to be paid.

The transmittal instructions will tell you what to do if you have lost your certificate, or if it has been stolen or destroyed. You will have to provide an affidavit to that fact and, if required by the paying agent or surviving corporation, post a bond in an amount that the surviving corporation or the paying agent reasonably directs as indemnity against any claim that may be made against it in respect of the certificate.

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Representations and Warranties

The merger agreement contains representations and warranties made by us to Parent and Merger Sub and representations and warranties made by Parent and Merger Sub to us. The assertions embodied in those representations and warranties were made solely for purposes of the merger agreement and may be subject to important qualifications and limitations agreed by the parties in connection with negotiating its terms. Moreover, some of those representations and warranties may not be accurate or complete as of any particular date because they are subject to a contractual standard of materiality or material adverse effect different from that generally applicable to public disclosures to shareholders or used for the purpose of allocating risk between the parties to the merger agreement rather than establishing matters of fact. For the foregoing reasons, you should not rely on the representations and warranties contained in the merger agreement as statements of factual information.

In the merger agreement, HCA, Parent and Merger Sub each made representations and warranties relating to, among other things:

- corporate organization and existence;
- corporate power and authority to enter into and perform its obligations under, and enforceability of, the merger agreement;
- required regulatory filings and consents and approvals of governmental entities;
- the absence of conflicts with or defaults under organizational documents, other contracts and applicable laws and judgments;
- finder s fees; and
- information supplied for inclusion in this proxy statement.

In the merger agreement, Parent and Merger Sub also each made representations and warranties relating to the availability of the funds necessary to perform its obligations under the merger agreement, equity roll over commitments, guarantees, and operations of Parent and Merger Sub.

HCA also made representations and warranties relating to, among other things:

- capital structure;
- documents filed with the SEC;
- undisclosed liabilities;
- absence of certain changes or events since December 31, 2005;
- litigation;
- tax matters;
- compliance with the Employee Retirement Income Securities Act of 1974, as amended, and other employee benefit matters;
- compliance with applicable laws;
- contracts with affiliates; and

state takeover statutes and the absence of a rights plan.

Many of HCA s representations and warranties are qualified by a material adverse effect standard. For purposes of the merger agreement, material adverse effect for HCA is defined to mean any event, state of facts, circumstance, development, change, effect or occurrence (an Effect) that is materially adverse to the business, financial condition or results of operations of the Company and its subsidiaries, taken as a whole, other than (i) any Effect resulting from (A) changes in general economic or political conditions or the securities, credit or financial markets in general, (B) general changes or developments in the industries

in which the Company and its subsidiaries operate, including general changes in law or regulation across such industries, (C) the announcement of the merger agreement or the pendency or consummation of the merger, including any labor union activities related thereto, (D) the identity of Parent or any of its affiliates as the acquiror of the Company, (E) compliance with the terms of, or the taking of any action required by, the merger agreement or consented to by Parent, (F) any acts of terrorism or war (other than any of the foregoing that causes any damage or destruction to or renders unusable any facility or property of the Company or any of its subsidiaries), (G) changes in generally accepted accounting principles or the interpretation thereof, or (H) any weather related event, except, in the case of the foregoing clauses (A) and (B), to the extent such changes or developments referred to therein would reasonably be expected to have a materially disproportionate impact on the Company and its subsidiaries, taken as a whole, relative to other for profit participants in the industries and in the geographic markets in which the Company conducts its businesses after taking into account the size of the Company relative to such other for profit participants, or (ii) any failure to meet internal or published projections, forecasts or revenue or earnings predictions for any period (provided that the underlying causes of such failure shall be considered in determining whether there is a material adverse effect on the Company).

Conduct of Business Pending the Merger

We have agreed in the merger agreement that, until the consummation of the merger, except as expressly consented to in writing by Parent and Merger Sub (which consent shall not be unreasonably withheld) we will use our reasonable best efforts to, and to cause each of our subsidiaries to:

conduct our business in the ordinary course consistent with past practice and comply with all applicable laws in all material respects; and

preserve substantially intact our business organizations and capital structures, maintain in effect all material permits that are required to carry on our business, keep available the services of our present officers and key employees and maintain our relationships with providers, suppliers and others with which we have significant business relationships.

We have also agreed that, until the consummation of the merger, except as expressly contemplated or permitted by the merger agreement or consented to in writing by Parent and Merger Sub (which consent will not be unreasonably withheld), we will not, and will not permit any of our subsidiaries to:

adopt any change in our organizational or governing documents;

merge or consolidate with any person (other than the merger and other than such transactions solely among us and/or our wholly-owned domestic subsidiaries that would not result in a material increase in our tax liability);

sell, lease or otherwise dispose of a material amount of assets or securities, including by merger, consolidation, asset sale or other business combination (including by formation of a material joint venture), other than such transactions solely among us and/or our wholly-owned domestic subsidiaries that would not result in a material increase in our tax liability;

(i) make any material acquisition, by purchase or other acquisition of stock or other equity interests, by merger, consolidation or other business combination (including by formation of a material joint venture); or (ii) make any material property transfers or material purchases of any property or assets, in or from any person, in each case, other than such transactions solely among us and/or our wholly-owned subsidiaries;

other than in connection with drawdowns or repayments with respect to existing credit facilities in the ordinary course of business consistent with past practice, redeem, repurchase, prepay, defease, cancel, incur or otherwise acquire, or modify in any material respect the terms of, indebtedness for borrowed money or assume, guarantee or endorse or otherwise become responsible for, whether directly, contingently or otherwise, the obligations of any person, other than the incurrence,

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assumption or guarantee of indebtedness (i) between us, on the one hand, and any of our subsidiaries, on the other hand, or (ii) not in excess of $10,000,000 in the aggregate;

offer, place or arrange any issue of debt securities or commercial bank or other credit facilities that would reasonably be expected to compete with or impede the debt financing or cause the breach of any provisions of the debt financing commitments or cause any condition set forth in the debt financing commitments not to be satisfied;

make any material loans, advances or capital contributions to, or investments in, any other person in excess of $20,000,000 in the aggregate for all such loans, advances, contributions and investments, except for (i) transactions solely among us and/or our wholly-owned subsidiaries, or (ii) as required by our existing contracts;

authorize any capital expenditures in excess of $20,000,000 in the aggregate, other than expenditures provided for in our budget for the remaining portion of fiscal year 2006 and for any portion of fiscal year 2007 prior to the closing date of the merger;

pledge or otherwise encumber shares of our or our subsidiaries capital stock or other voting securities;

mortgage or pledge any of our material assets, tangible or intangible, or create, assume or suffer to exist any lien thereupon, other than certain liens permitted under the merger agreement;

enter into or amend any contract with any of our or our subsidiaries executive officers, directors or other affiliates or any person beneficially owning 1% or more of our capital stock or the voting power of the capital stock;

enter into, renew, extend, amend or terminate any contract that is or would be material to us and our subsidiaries, taken as a whole, other than in the ordinary course of business consistent with past practice;

(i) split, combine or reclassify any of our securities or amend the terms of any of our securities, (ii) declare, establish a record date for, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of our securities other than (x) a dividend or distribution by a wholly-owned subsidiary to its parent corporation in the ordinary course of business, (y) payment on September 1, 2006 of the previously declared regularly quarterly dividend of $0.17 per share, and (z) payment of a regular quarterly dividend not to exceed $0.17 per share for the fourth quarter of 2006; provided, that the record date for such dividend shall be no earlier than December 1, 2006 and that no such dividend shall be payable if the effective time of the merger occurs on or prior to the record date; (iii) issue or offer to issue any of our securities, or redeem, repurchase or otherwise acquire or offer to redeem, repurchase, or otherwise acquire, any of our securities, other than in connection with (A) the exercise of our options outstanding on the date of the merger agreement in accordance with their original terms, (B) the withholding of our securities to satisfy tax obligations with respect to our options or restricted shares, (C) the acquisition by us of our securities in connection with the net exercise of options in accordance with the terms thereof and (D) acquisitions by or issuances to our benefit plans in the ordinary course of business consistent with past practice;

except as required pursuant to existing written agreements or benefit plans in effect on the date of the merger agreement or as required by applicable law, (i) adopt, amend in any material respect or terminate any benefit plan, (ii) take any action to accelerate the vesting or payment, or fund or in any other way secure the payment, of compensation or benefits under any benefit plan, (iii) except in connection with promotions or new hires made in the ordinary course of business consistent with past practice, increase in any manner the cash compensation or welfare or pension benefits of employees, or (iv) change any actuarial or other assumption used to calculate

funding obligations with respect to any benefit plan or change the manner in which contributions to any benefit plan are made or determined;

settle or compromise any litigation, or release, dismiss or otherwise dispose of any claim or arbitration, other than settlements or compromises of litigation, claims or arbitration that do not exceed $10,000,000 in the aggregate (net of insurance recoveries) and do not impose any material restrictions on our or any of our subsidiaries business or operations or any of our joint ventures;

other than in the ordinary course of business consistent with past practice or except to the extent required by law, make or change any material tax election, settle or compromise any material tax liability of ours or any of our subsidiaries, agree to an extension of the statute of limitations with respect to the assessment or determination of our or our subsidiaries material taxes, file any amended tax return with respect to any material tax, enter into any closing agreement with respect to any material tax or surrender any right to claim a material tax refund;

make any change in financial accounting methods or method of tax accounting, principles or practices materially affecting our or our material subsidiaries reported consolidated assets, liabilities or results of operations, except insofar as may have been required by a change in U.S. generally accepted accounting principles or law;

adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of us or any of our material subsidiaries, or enter into a letter of intent or agreement in principle with respect thereto, (other than the merger and other than such transactions solely among us and/or our wholly-owned domestic subsidiaries that would not result in a material increase in our or our subsidiaries tax liability);

take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede our ability to consummate the merger or the other transactions contemplated by the merger agreement; or

authorize, agree or commit to do any of the foregoing.

Efforts to Complete the Merger

Subject to the terms and conditions set forth in the merger agreement, each of the parties to the merger agreement has agreed to use its reasonable best efforts to take, or cause to be taken, all actions, to file, or cause to be filed, all documents, and to do or cause to be done all things necessary, proper or advisable to consummate the merger, including preparing and filing as promptly as practicable all documentation to effect all necessary filings, consents, waivers, approvals, authorizations, permits or orders from all governmental authorities or other persons. The parties have also agreed to take no action to cause any state takeover statute or regulation to become applicable to the merger agreement or merger and if any such statute or regulation does become applicable to take all action necessary to ensure that the merger may be consummated as promptly as practicable on the terms contemplated by the merger agreement and otherwise minimize the effect of such statute or regulation on the merger agreement or merger.

In no event, however, will any party to the merger agreement be required to take any actions to resolve any objections or suits of governmental authorities (including the FTC) which would reasonably be expected to have a material adverse effect on the Company.

Parent has agreed to use its reasonable best efforts to arrange the debt financing to fund the proposed merger and related transactions contemplated by the debt financing commitments executed in connection with the merger agreement and to cause its financing sources to fund the financing required to consummate the proposed merger. HCA has agreed to cooperate in connection with the financing. See Special Factors Financing of the Merger for a description of the financing arranged by Parent to fund the proposed merger and related transactions.

Parent has also agreed to use its reasonable best efforts to arrange alternative debt financing on terms not less favorable to Parent (as determined in Parent s reasonable judgment) than those contemplated by the financing commitments in the event any portion of such debt financing becomes unavailable.

HCA also agreed under the merger agreement, if requested by Parent, to commence offers to purchase or to redeem or discharge its 5.250% Notes due 2008, 5.500% Notes due 2009, 7.000% Notes due 2007, 7.250% Notes due 2008 and 8.850% Medium Term Notes due 2007, on terms and conditions as proposed by Parent or as required by the terms of the indenture governing such notes. On October 6, 2006, HCA commenced cash tender offers to purchase any and all of such notes, and concurrently commenced consent solicitations to amend such notes and the indenture governing such notes. The Holders tendering their notes are required to consent to proposed amendments to the indenture governing the notes, which would amend such indenture, solely with respect to such notes, to eliminate substantially all of the restrictive covenants contained in the indenture and an event of default and to modify the covenant regarding mergers, consolidations and transfers of HCA s properties and assets substantially as an entirety. Holders may not tender their notes without also delivering consents or deliver consents without also tendering their notes. The tender offers are not conditioned upon the receipt of the requisite consents to adopt the proposed amendments. The consideration to be paid for the notes is based on a price calculated as described in the Offer to Purchase and Consent Solicitation Statement related to the tender offer based on the yield on specified U.S. Treasury securities plus a spread of 50 basis points. The total consideration offered includes a consent payment of $30 per $1,000 principal amount of notes payable only in respect of notes accepted for payment that are validly tendered and not withdrawn on or prior to the consent solicitation expiration date. The consent solicitations will expire at 5:00 p.m., New York City time, on October 20, 2006, unless extended or amended by HCA, and the tender offers will expire at midnight, New York City time, on November 27, 2006, unless extended or earlier terminated by HCA. The completion of such offers is contingent upon the completion of the proposed merger and other customary conditions. Notes accepted for payment that are validly tendered after the consent solicitation expiration and on or prior to the tender offer expiration date will receive the total consideration less the consent payment.

Parent has also generally agreed to reimburse HCA for its reasonable out-of-pocket expenses in relation to such offers and to indemnify HCA, its subsidiaries and its officers and directors in connection with any damages incurred in connection therewith if the merger agreement is terminated or the merger is not completed.

Marketing Period

Unless otherwise agreed by the parties to the merger agreement, the parties are required to close the merger on the third business day after the satisfaction or waiver of the conditions described under Conditions to the Merger below, provided that if the marketing period has not ended at such time, the parties are obligated to close the merger on the date following the satisfaction or waiver of such conditions that is the earliest to occur of (i) a date during the marketing period specified by Merger Sub, (ii) the final day of the marketing period and (iii) the end date as described in Termination of the Merger Agreement.

For purposes of the merger agreement, marketing period means the first period of twenty (20) consecutive business days throughout which:

- Parent has certain financial information required to be provided by the Company under the merger agreement in connection with Parent s financing of the merger; and

- both the mutual closing conditions and the conditions to the obligations of Parent and Merger Sub (other than delivery of an officer s certificate by the Company) to complete the merger are satisfied.

If the marketing period would not end on or prior to December 19, 2006, the marketing period will be deemed to commence no earlier than January 2, 2007. In addition, the marketing period will not be deemed to have commenced if, prior to the completion of the marketing period, Ernst & Young LLP shall have withdrawn its audit opinion with respect to any financial statements contained in our reports filed with the SEC since January 1, 2003.

The purpose of the marketing period is to provide the Investor Group a reasonable and appropriate period of time during which they can market and place the permanent debt financing contemplated by the debt financing commitments for the purposes of financing the merger. Parent has agreed:

to use reasonable best efforts to arrange the debt financing as promptly as practicable and to satisfy on a timely basis all conditions applicable to Parent in any definitive agreements entered into relating to the debt financing; and

in the event that any portion of the debt financing becomes unavailable on the terms and conditions contemplated in the debt financing commitments, to use its reasonable best efforts to arrange alternative financing on terms no less favorable to Parent (as determined in its reasonable judgment) as promptly as practicable but no later than the last day of the marketing period, or if earlier, the end date described in Termination of the Merger Agreement.

In addition, in the event that any portion of the debt financing structured as high yield financing has not been consummated, then, subject to certain exceptions, Parent must use the proceeds of the bridge financing to replace the high yield financing no later than the last day of the marketing period (or if earlier, the end date).

Conditions to the Merger

Conditions to Each Party s Obligations. Each party s obligation to complete the merger is subject to the satisfaction or waiver of the following conditions:

the merger agreement must have been adopted by the affirmative vote of the holders of a majority of all outstanding shares of voting HCA Common Stock;

any applicable waiting period (and any extension thereof) under the HSR Act shall have expired or been terminated; and

no temporary restraining order, preliminary or permanent injunction or other judgment or order issued by any court or agency of competent jurisdiction or other statute, law, rule, legal restraint or prohibition shall be in effect preventing the merger.

Conditions to Parent s and Merger Sub s Obligations. The obligation of Parent and Merger Sub to complete the merger is subject to the satisfaction or waiver of the following additional conditions:

our representations and warranties with respect to (i) our capitalization and our compliance with a Corporate Integrity Agreement between us and the Office of Inspector General of the United States must each be true in all material respects as of the effective time of the merger as if made at and as of the effective time; and (ii) the identification of our unrestricted subsidiaries under the indenture governing our outstanding public notes must be true and correct in all respects as of the effective time of the merger as if made at and as of the effective time, except where the failure to be so true and correct has not had a material adverse effect on Parent s ability to obtain debt financing for the merger on the terms and conditions set forth in the debt financing commitments described under Special Factors Financing of the Merger;

all other representations and warranties made by us in the merger agreement, with the exception of those listed above, must be true and correct as of the effective time of the merger as if made at and as of such time (without giving effect to any qualification as to Material Adverse Effect set forth in such representations and warranties), except where the failure to be so true and correct, individually and in the aggregate, has not had, and would not reasonably be expected to have, a material adverse effect on us; provided that any representations made by us as of a specific date need only be so true and correct (subject to such qualifications) as of the date made;

we must have performed in all material respects all obligations, and complied in all material respects with the agreements and covenants, we are required to perform under the merger agreement at or prior to the closing date; and

we must deliver to Parent and Merger Sub at closing a certificate with respect to the satisfaction of the foregoing conditions relating to representations, warranties, obligations, covenants and agreements.

Conditions to HCA s Obligations. Our obligation to complete the merger is subject to the satisfaction or waiver of the following further conditions:

the representations and warranties made by Parent and Merger Sub in the merger agreement that are qualified as to materiality must be true and correct as of the effective time of the merger as if made at and as of such time and those which are not so qualified must be true and correct in all material respects as of the effective time of the merger as if made at and as of such time, except where the failure of such representations and warranties to be so true would not prevent consummation of the merger; provided that any representations made by Parent and Merger Sub as of a specific date need only be so true and correct as of the date made;

Parent and Merger Sub must have performed in all material respects all obligations, and complied in all material respects with the agreements and covenants, required to be performed by them under the merger agreement at or prior to the closing date; and

Parent s and Merger Sub s delivery to us at closing of a certificate with respect to the satisfaction of the foregoing conditions relating to representations, warranties, obligations, covenants and agreements.

If a failure to satisfy one of these conditions to the merger is not considered by our board of directors to be material to our shareholders, the board of directors (acting through the special committee if such committee still exists) could waive compliance with that condition. Our board of directors is not aware of any condition to the merger that cannot be satisfied. Under Delaware law, after the merger agreement has been adopted by our shareholders, the merger consideration cannot be changed and the merger agreement cannot be altered in a manner adverse to our shareholders without re-submitting the revisions to our shareholders for their approval.

Restrictions on Solicitations of Other Offers

The merger agreement provides that, until 11:59 p.m., New York time, on September 12, 2006, we were permitted to:

initiate, solicit and encourage any acquisition proposal for us (including by way of providing information), provided that we shall promptly provide to Parent any material non-public information concerning us or our subsidiaries that is provided to any person given such access which was not previously provided to Parent; and

enter into and maintain discussions or negotiations concerning an acquisition proposal for us or otherwise cooperate with or assist or participate in, or facilitate any such inquiries, proposals, discussions or negotiations.

From and after 11:59 p.m., New York time, on September 12, 2006, we have agreed not to:

initiate, solicit or knowingly encourage (including by way of providing information) the submission of any inquiries, proposals or offers or any other efforts or attempts that constitute or may reasonably be expected to lead to, any acquisition proposal for us or engage in any discussions or negotiations with respect thereto or otherwise knowingly cooperate with or knowingly assist or participate in, or knowingly facilitate any such inquiries, proposals, discussions or negotiations; or

approve or recommend, or publicly propose to approve or recommend, any acquisition proposal for us or enter into any merger agreement, letter of intent, agreement in principle, share purchase agreement, asset purchase agreement or share exchange agreement, option agreement or other similar agreement providing for or relating to any acquisition proposal for us or enter into any agreement or agreement in principle requiring us to abandon, terminate or fail to consummate the transactions contemplated by the merger agreement or breach our obligations under the merger agreement or propose or agree to do any of the foregoing.

In addition, as of 11:59 p.m., New York time, on September 12, 2006, we agreed to cease and terminate with all persons any solicitation, encouragement, discussion or negotiations existing at such time, unless the acquisition proposal offered by such person met the requirements in the following paragraph. We did not receive an acquisition proposal that met such requirements during the aforementioned go-shop period.

Notwithstanding the aforementioned restrictions, at any time prior to the approval of the merger agreement by our shareholders, we are permitted to engage in discussions or negotiations with, or provide any non-public information to any party to the extent that:

- we receive from such party an acquisition proposal not solicited in violation of the prohibitions described above and which the board of directors (acting through the special committee if such committee still exists) concludes in good faith to be bona fide;

- our board of directors (acting through the special committee if such committee still exists) concludes in good faith, after consultation with legal counsel and financial advisors, that the acquisition proposal constitutes or could reasonably be expected to result in a superior proposal; and

- after consultation with its outside counsel, our board of directors (acting through the special committee if such committee still exists) determines in good faith that the failure to take such action could violate its fiduciary duties under applicable law.

In such cases, we (i) will not, and will not allow our representatives to, disclose any non-public information to such person without entering into a confidentiality and standstill agreement that contains provisions that are no less favorable in the aggregate to us than those contained in the confidentiality agreements entered into with members of the Investor Group, and (ii) will promptly provide to Parent any non-public information concerning us or our subsidiaries provided to such other person which was not previously provided to Parent.

From and after 11:59 p.m., New York time, on September 12, 2006, we are required to promptly (within one business day) notify Parent in the event we receive an acquisition proposal from a person or group of related persons, including the material terms and conditions thereof, and are required to keep Parent apprised as to the status and any material developments, discussions and negotiations concerning the same on a current basis (and in any event no later than 48 hours after the occurrence of such developments, discussions or negotiations). Without limiting the foregoing, we will promptly (within one business day) notify Parent orally and in writing if we determine to begin providing information or to engage in negotiations concerning an acquisition proposal from a person or group of related persons. Within 24 hours of 11:59 p.m., New York time, on September 12, 2006, we were required to notify Parent of the number of parties who have submitted an acquisition proposal as of such date that met the requirements for permitted discussions and negotiations as set forth in the preceding paragraph and provide Parent a written summary of the material terms and conditions of each such acquisition proposal received from such parties.

An acquisition proposal means any inquiry, proposal or offer from any person or group of persons other than Parent, Merger Sub or their respective affiliates relating to any direct or indirect acquisition or purchase of a business that constitutes 15% or more of the net revenues, net income or assets of us and our subsidiaries, taken as a whole, or 15% or more of any class or series of our securities, any tender offer or exchange offer that if consummated would result in any person or group of persons beneficially owning 15% or more of any class or series of our capital stock, or any merger, reorganization, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving us (or any of our subsidiaries whose business constitutes 15% or more of our and our subsidiaries net revenues, net income or assets, taken as a whole).

A superior proposal means an acquisition proposal for us which our board of directors (acting through the special committee if such committee still exists), in good faith determines would, if consummated, result in a transaction that is more favorable from a financial point of view to the shareholders than the merger, after (i) receiving the advice of a financial advisor, (ii) taking into account the likelihood of consummation of such transaction on the terms set forth therein and (iii) taking into

account all appropriate legal (with the advice of outside counsel), financial (including the financing terms of any such proposal), regulatory or other aspects of such proposal and any other relevant factors permitted by applicable law. For purposes of the definition of superior proposal all references in the definition of acquisition proposal above to 15% or more shall be deemed to be references to a majority.

Recommendation Withdrawal/Termination in Connection with a Superior Proposal

Our board of directors (acting through the special committee if such committee still exists) may also, at any time prior to the approval of the merger agreement by our shareholders, withdraw (or modify or qualify in a manner adverse to Parent or Merger Sub), or publicly propose to withdraw (or modify or qualify in a manner adverse to Parent or Merger Sub), its recommendation that the shareholders of the Company adopt the merger agreement or take any other action or make any other public statement in connection with the special meeting inconsistent with such recommendation or terminate the merger agreement and enter into a definitive agreement with respect to a superior proposal if it concludes in good faith (after consultation with its legal advisors) that failure to do so could violate its obligations to comply with its fiduciary duties under applicable law, and only after (i) giving written notice to Parent and Merger Sub at least five calendar days in advance of its intention to do so, (ii) prior to effecting such action or terminating the merger agreement to enter into a definitive agreement with respect to such superior proposal, we (and cause our financial and legal advisors to), during such five-day period, negotiate with Parent and Merger Sub in good faith (to the extent Parent and Merger Sub desire to negotiate) to make such adjustments in the terms and conditions of the merger agreement so that such acquisition proposal ceases to constitute a superior proposal, and (iii) we pay to Parent the $500 million or $300 million termination fee as described in further detail below in Termination Fees.

Termination of the Merger Agreement

The merger agreement may be terminated at any time prior to the consummation of the merger, whether before or after shareholder approval has been obtained:

- by mutual written consent of HCA, on the one hand, and Parent and Merger Sub, on the other hand;

- by either HCA, on the one hand, or Parent or Merger Sub, on the other hand, if:
  - the merger is not consummated on or before December 19, 2006 (the end date), or if the marketing period has not ended on or before December 19, 2006, the end date shall be extended to January 31, 2007 (and in such event, the term end date shall mean January 31, 2007), unless the failure of the merger to be completed by such date is the result of, or caused by, the failure of the party seeking to exercise such termination right to perform or observe any of the covenants or agreements of such party set forth in the merger agreement;
  - there is any final and nonappealable law that makes consummation of the merger illegal or otherwise prohibited; or
  - our shareholders, at the special meeting or at any adjournment thereof, fail to adopt the merger agreement;
- by Parent or Merger Sub if:
  - we have breached any of our representations, warranties, covenants or agreements under the merger agreement which would give rise to the failure of certain conditions to closing and where that breach is incapable of being cured, or is not cured, on or before December 19, 2006, or, if the marketing period has not ended on or before December 19, 2006, by January 31, 2007; provided that neither Parent nor Merger Sub is then in material breach of the merger agreement so as to cause certain conditions to closing to not be satisfied; or

our board of directors or any committee of our board of directors (i) withdraws (or modifies or qualifies in a manner adverse to Parent or Merger Sub), or publicly proposes to withdraw (or modify or qualify in a manner adverse to Parent or Merger Sub), its recommendation that the shareholders of the Company adopt the merger agreement or takes any other action or makes any other public statement in connection with the special meeting inconsistent with such recommendation; (ii) shall have approved or recommended to our shareholders an acquisition proposal for us other than the merger contemplated by the merger agreement, or shall have resolved to effect the foregoing; or (iii) we fail to include the recommendation in our proxy statement in connection with the merger;

by HCA if:

Parent or Merger Sub has breached any of its representations, warranties, covenants or agreements under the merger agreement which would give rise to the failure of certain conditions to closing and where that breach is incapable of being cured, or is not cured, on or before December 19, 2006, or, if the marketing period has not ended on or before December 19, 2006, by January 31, 2007, provided that HCA is not in material breach of the merger agreement so as to cause the closing conditions relating to Parent and Merger Sub s obligations to consummate the merger not to be satisfied;

prior to obtaining shareholder approval, we terminate the merger agreement in order to enter into an agreement with respect to a superior proposal and provided that we concurrently with doing so pay to Parent and Merger Sub the termination fee as described below; or

if all conditions to the obligations of Parent and Merger Sub (other than delivery of an officer s certificate) have been satisfied and Parent fails to consummate the merger no later than five calendar days after the final day of the marketing period.

Termination Fees

Payable by HCA

We have agreed to reimburse Parent s out-of-pocket fees and expenses, up to a limit of $50 million, if either the Company or Parent or Merger Sub terminates the merger agreement because of the failure to receive Company shareholder approval at the special meeting or any adjournment thereof or Parent or Merger Sub terminates the merger agreement due to a material breach of our representations, warranties, covenants or agreements such that the closing conditions would not be satisfied and such breach has not been cured within the specified time (or we terminate the merger agreement in accordance with its terms after the agreement was terminable because of such a breach).

If we terminate the merger agreement, or the merger agreement is terminated by Parent or Merger Sub under the conditions described in further detail below, we must pay a termination fee at the direction of Parent. The termination fee is $500 million unless such termination arises as a result of a superior proposal submitted by a party with whom we began negotiations or who submitted such a proposal prior to 11:59 p.m., New York time, on September 12, 2006, in which case we must pay a fee of $300 million. Since we did not receive any proposals prior to such time, any termination fee payable under the merger agreement would be in the amount of $500 million.

We must pay a termination fee at the direction of Parent if:

we terminate the merger agreement, prior to the shareholders meeting, because we receive an acquisition proposal which we determine to be a superior proposal, but only after we have provided notice to Parent regarding the superior proposal and provided Parent with at least a five calendar day period, during which time we must negotiate in good faith with Parent, to enable Parent to make an offer that results in the other acquisition proposal no longer being a superior proposal;

Parent or Merger Sub terminates the merger agreement because (i) our board of directors or any committee of our board of directors withdraws (or modifies or qualifies in a manner adverse to

Parent or Merger Sub), or publicly proposes to withdraw (or modify or qualify in a manner adverse to Parent or Merger Sub), its recommendation that our shareholders adopt the merger agreement or takes any other action or makes any other public statement in connection with the special meeting inconsistent with such recommendation; (ii) our board of directors or any committee of our board of directors shall have approved or recommended to our shareholders an acquisition proposal for us other than the merger contemplated by the merger agreement, or shall have resolved to effect the foregoing; or (iii) we fail to include in our proxy statement the recommendation of our board of directors that our shareholders adopt the merger agreement; or

we, on the one hand, or Parent or Merger Sub, on the other hand, terminate the merger agreement because our shareholders, at the special meeting or at any adjournment thereof at which the merger agreement is voted on, fail to adopt the merger agreement or we terminate the merger agreement in accordance with its terms after our shareholders have failed to adopt the merger agreement; and

prior to the shareholders meeting, an acquisition proposal involving the purchase of not less than a majority of our outstanding voting securities has been publicly announced or publicly made known and not publicly withdrawn at least two business days prior to the shareholder meeting; and

within twelve months after such termination, we or any of our subsidiaries enter into an agreement with respect to, or consummate, any acquisition proposal involving the purchase of not less than a majority of our outstanding voting securities (whether or not the same as that originally announced or consummated).

Parent or Merger Sub terminates the merger agreement due to a material breach of our representations, warranties, covenants or agreements such that the closing conditions would not be satisfied and such breach has not been cured within the specified time (or we terminate the merger agreement in accordance with its terms after the agreement was terminable because of such a breach); and

prior to the event giving rise to such breach, an acquisition proposal involving the purchase of not less than a majority of our outstanding voting securities has been publicly announced or publicly made known; and

within twelve months after such termination, we or any of our subsidiaries enter into an agreement with respect to, or consummate, any acquisition proposal involving the purchase of not less than a majority of our outstanding voting securities (whether or not the same as that originally announced or consummated).

If we are obligated to pay a termination fee under the latter two scenarios described above, any amounts previously paid to Parent as expense reimbursement will be credited toward the termination fee amount payable by us.

Payable by Parent

Parent has agreed to pay us a termination fee of $500 million if:

we terminate the merger agreement because the merger is not completed on or before December 19, 2006, or, if the marketing period has not ended on or before December 19, 2006, January 31, 2007, unless the failure of the merger to be completed by such date is the result of, or caused by, our failure to perform or observe any of our covenants or agreements set forth in the merger agreement and at the time of termination the mutual closing conditions and closing conditions required by Parent and Merger Sub have been satisfied;

we terminate the merger agreement because Parent or Merger Sub has breached any of its representations, warranties, covenants or agreements under the merger agreement which would give rise to the failure of certain of the Company s conditions to closing and where that breach is incapable of cure, or is not cured, within the specified time and at the time of termination no facts

exist which would cause the closing conditions to the obligations of Parent and Merger Sub not to be satisfied; or

we terminate the merger agreement because certain conditions to the obligations of Parent and Merger Sub have been satisfied and Parent fails to consummate the merger no later than five calendar days after the final day of the marketing period.

Employee Benefits

The surviving corporation, on behalf of itself and each of its subsidiaries, has agreed to maintain, for a period commencing at the effective time of the merger and ending on the first anniversary thereof, for each employee employed at the effective time, compensation and employee benefits that in the aggregate are no less favorable than those provided prior to the effective time. The surviving corporation has agreed to recognize the service of such employees with HCA prior to the consummation of the merger for purposes of eligibility and vesting with respect to any benefit plan, program or arrangement, with the exception of benefit accruals under any newly established defined benefit pension plans (except for vacation and severance, if applicable), and to waive all limitations as to pre-existing conditions or eligibility limitations and give effect, for the applicable plan year in which the closing occurs, in determining any deductible and maximum out-of-pocket limitations, to claims incurred and amounts paid by, and amounts reimbursed to, employees under similar plans maintained by us and our subsidiaries immediately prior to the effective time of the merger.

At the effective time of the merger, except as otherwise agreed by a participant and Parent, all salary amounts withheld on behalf of the participants in the HCA stock purchase plans through the closing date of the merger will be deemed to have been used to purchase HCA Common Stock under the terms of these plans, using the closing date of the merger as the last date of the applicable offering period under these plans, and converted into the right to receive, effectively, a cash payment equal to the number of shares deemed purchased under these plans multiplied by $51.00.

The Company has also agreed, prior to the effective time of the merger, to take all actions necessary (1) to eliminate any obligation of the Company or any of its subsidiaries to make any contributions to any grantor trust maintained for the benefit of participants with respect to obligations under the SERP or any other non-qualified retirement plan, and (2) to provide that the SERP shall, except as may be required by applicable law, in no event be terminated, or amended in a manner that would adversely affect any of the participants in the SERP as of the date of the merger agreement, at least until such time as each such participant has become fully vested in the maximum benefit available to each such participant under the SERP (including achieving the maximum years of service under the SERP).

If the merger is consummated, the HCA Stock Fund under the HCA 401(k) Plan will no longer be an investment option in the 401(k) Plan and share equivalents will be converted to cash as with other shares of HCA Common Stock. The cash will then be invested in another 401(k) Plan investment option and participants will receive information on how to transfer their money to a different option, should they so desire. The Company has appointed an independent fiduciary to vote the shares of the HCA Stock Fund in connection with the merger and has also provided for pass-through voting rights for those participants who wish to vote their equivalent shares.

Indemnification and Insurance

From and after the effective time of the merger, the surviving corporation shall to the greatest extent permitted by law indemnify and hold harmless (and comply with all of the Company s and its subsidiaries existing obligations to advance funds for expenses) (i) the present and former officers and directors thereof against any and all costs or expenses (including reasonable attorneys fees and expenses), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any actual or threatened claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative (Damages), arising out of, relating to or in connection with any acts or omissions occurring or alleged to occur prior to or at the effective time, including, without limitation, the approval of

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the merger agreement, the merger or the other transactions contemplated by the merger agreement or arising out of or pertaining to the transactions contemplated by the merger agreement; and (ii) such persons against any and all Damages arising out of acts or omissions in connection with such persons serving as an officer, director or other fiduciary in any entity if such service was at the request or for the benefit of the Company or any of its subsidiaries.

As of the effective time of the merger, the Company shall have purchased, and, following the effective time, the surviving corporation shall maintain, a tail policy to the current policy of directors and officers liability insurance maintained on the date hereof by the Company (the Current Policy) which tail policy shall be effective for a period from the effective time through and including the date six years after the closing date with respect to claims arising from facts or events that existed or occurred prior to or at the effective time, and which tail policy shall contain substantially the same coverage and amount as, and contain terms and conditions no less advantageous, in the aggregate, than the coverage currently provided by the Current Policy; provided, however, that in no event shall the surviving corporation be required to expend annually in excess of 300% of the annual premium currently paid by the Company under the Current Policy (the Insurance Amount); provided, however, that if the premium of such insurance coverage exceeds the Insurance Amount, the Company shall be obligated to obtain, and the surviving corporation shall be obligated to maintain, a policy with the greatest coverage available for a cost not exceeding the Insurance Amount.

Amendment, Extension and Waiver

The parties may amend the merger agreement at any time; provided, however, that after we have obtained our shareholders approval of the merger, there shall be no amendment that by law requires further approval by our shareholders without such approval having been obtained. All amendments to the merger agreement must be in writing signed by us, Parent and Merger Sub.

At any time before the consummation of the merger, each of the parties to the merger agreement may, by written instrument:

- extend the time for the performance of any of the obligations or other acts of the other parties;
- waive any inaccuracies in the representations and warranties of the other parties contained in the merger agreement or in any document delivered pursuant to the merger agreement; or
- subject to the requirements of applicable law, waive compliance with any of the agreements or conditions contained in the merger agreement.

DISSENTERS RIGHTS OF APPRAISAL

Under the General Corporation Law of the State of Delaware (the DGCL), you have the right to dissent from the merger and to receive payment in cash for the fair value of your HCA Common Stock as determined by the Delaware Court of Chancery, together with a fair rate of interest, if any, as determined by the court, in lieu of the consideration you would otherwise be entitled to pursuant to the merger agreement. These rights are known as appraisal rights. The Company s shareholders electing to exercise appraisal rights must comply with the provisions of Section 262 of the DGCL in order to perfect their rights. The Company will require strict compliance with the statutory procedures.

The following is intended as a brief summary of the material provisions of the Delaware statutory procedures required to be followed by a shareholder in order to dissent from the merger and perfect appraisal rights.

This summary, however, is not a complete statement of all applicable requirements and is qualified in its entirety by reference to Section 262 of the DGCL, the full text of which appears in Annex D to this proxy statement. Failure to precisely follow any of the statutory procedures set forth in Section 262 of the DGCL may result in a termination or waiver of your appraisal rights.

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Section 262 requires that shareholders be notified that appraisal rights will be available not less than 20 days before the shareholders meeting to vote on the merger. A copy of Section 262 must be included with such notice. This proxy statement constitutes the Company s notice to its shareholders of the availability of appraisal rights in connection with the merger in compliance with the requirements of Section 262. If you wish to consider exercising your appraisal rights, you should carefully review the text of Section 262 contained in Annex D since failure to timely and properly comply with the requirements of Section 262 will result in the loss of your appraisal rights under the DGCL.

If you elect to demand appraisal of your shares, you must satisfy each of the following conditions:

You must deliver to the Company a written demand for appraisal of your shares before the vote with respect to the merger is taken. This written demand for appraisal must be in addition to and separate from any proxy or vote abstaining from or voting against the adoption of the merger agreement. Voting against or failing to vote for the adoption of the merger agreement by itself does not constitute a demand for appraisal within the meaning of Section 262.

You must not vote in favor of the adoption of the merger agreement. A vote in favor of the adoption of the merger agreement, by proxy, over the Internet, by telephone or in person, will constitute a waiver of your appraisal rights in respect of the shares so voted and will nullify any previously filed written demands for appraisal. If you fail to comply with either of these conditions and the merger is completed, you will be entitled to receive the cash payment for your shares of HCA Common Stock as provided for in the merger agreement, but you will have no appraisal rights with respect to your shares of HCA Common Stock.

All demands for appraisal should be addressed to HCA Inc., One Park Plaza, Nashville, Tennessee 37203, Attention: Corporate Secretary, and must be delivered before the vote on the merger agreement is taken at the special meeting, and should be executed by, or on behalf of, the record holder of the shares of HCA Common Stock. The demand must reasonably inform the Company of the identity of the shareholder and the intention of the shareholder to demand appraisal of his, her or its shares.

To be effective, a demand for appraisal by a holder of HCA Common Stock must be made by, or in the name of, such registered shareholder, fully and correctly, as the shareholder s name appears on his or her stock certificate(s). **Beneficial owners who do not also hold the shares of record may not directly make appraisal demands to the Company. The beneficial holder must, in such cases, have the registered owner, such as a broker or other nominee, submit the required demand in respect of those shares.** If shares are owned of record in a fiduciary capacity, such as by a trustee, guardian or custodian, execution of a demand for appraisal should be made by or for the fiduciary; and if the shares are owned of record by more than one person, as in a joint tenancy or tenancy in common, the demand should be executed by or for all joint owners. An authorized agent, including an authorized agent for two or more joint owners, may execute the demand for appraisal for a shareholder of record; however, the agent must identify the record owner or owners and expressly disclose the fact that, in executing the demand, he or she is acting as agent for the record owner. A record owner, such as a broker, who holds shares as a nominee for others, may exercise his or her right of appraisal with respect to the shares held for one or more beneficial owners, while not exercising this right for other beneficial owners. In that case, the written demand should state the number of shares as to which appraisal is sought. Where no number of shares is expressly mentioned, the demand will be presumed to cover all shares held in the name of the record owner.

If you hold your shares of HCA Common Stock in a brokerage account or in other nominee form and you wish to exercise appraisal rights, you should consult with your broker or the other nominee to determine the appropriate procedures for the making of a demand for appraisal by the nominee.

Within 10 days after the effective time of the merger, the surviving corporation must give written notice that the merger has become effective to each Company shareholder who has properly filed a written demand for appraisal and who did not vote in favor of the merger agreement. At any time within 60 days after the effective time, any shareholder who has demanded an appraisal has the right to withdraw the demand and to accept the cash payment specified by the merger agreement for his or her shares of HCA

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Common Stock. Within 120 days after the effective date of the merger, any shareholder who has complied with Section 262 shall, upon written request to the surviving corporation, be entitled to receive a written statement setting forth the aggregate number of shares not voted in favor of the merger agreement and with respect to which demands for appraisal rights have been received and the aggregate number of holders of such shares. Such written statement will be mailed to the requesting shareholder within 10 days after such written request is received by the surviving corporation or within 10 days after expiration of the period for delivery of demands for appraisal, whichever is later. Within 120 days after the effective time, either the surviving corporation or any shareholder who has complied with the requirements of Section 262 may file a petition in the Delaware Court of Chancery demanding a determination of the fair value of the shares held by all shareholders entitled to appraisal. Upon the filing of the petition by a shareholder, service of a copy of such petition shall be made upon the surviving corporation. The surviving corporation has no obligation to file such a petition in the event there are dissenting shareholders. Accordingly, the failure of a shareholder to file such a petition within the period specified could nullify the shareholder s previously written demand for appraisal.

If a petition for appraisal is duly filed by a shareholder and a copy of the petition is delivered to the surviving corporation, the surviving corporation will then be obligated, within 20 days after receiving service of a copy of the petition, to provide the Chancery Court with a duly verified list containing the names and addresses of all shareholders who have demanded an appraisal of their shares and with whom agreements as to the value of their shares have not been reached by the surviving corporation. After notice to dissenting shareholders who demanded appraisal of their shares, the Chancery Court is empowered to conduct a hearing upon the petition, and to determine those shareholders who have complied with Section 262 and who have become entitled to the appraisal rights provided thereby. The Chancery Court may require the shareholders who have demanded payment for their shares to submit their stock certificates to the Register in Chancery for notation thereon of the pendency of the appraisal proceedings; and if any shareholder fails to comply with that direction, the Chancery Court may dismiss the proceedings as to that shareholder.

After determination of the shareholders entitled to appraisal of their shares of the Company s common stock, the Chancery Court will appraise the shares, determining their fair value exclusive of any element of value arising from the accomplishment or expectation of the merger, together with a fair rate of interest, if any. When the value is determined, the Chancery Court will direct the payment of such value, with interest thereon accrued during the pendency of the proceeding, if the Chancery Court so determines, to the shareholders entitled to receive the same, upon surrender by such holders of the certificates representing those shares.

In determining fair value, the Chancery Court is required to take into account all relevant factors. **You should be aware that the fair value of your shares as determined under Section 262 could be more than, the same as, or less than the value that you are entitled to receive under the terms of the merger agreement.**

Costs of the appraisal proceeding may be imposed upon the surviving corporation and the shareholders participating in the appraisal proceeding by the Chancery Court as the Chancery Court deems equitable in the circumstances. Upon the application of a shareholder, the Chancery Court may order all or a portion of the expenses incurred by any shareholder in connection with the appraisal proceeding, including, without limitation, reasonable attorneys fees and the fees and expenses of experts, to be charged pro rata against the value of all shares entitled to appraisal. Any shareholder who had demanded appraisal rights will not, after the effective time of the merger, be entitled to vote shares subject to that demand for any purpose or to receive payments of dividends or any other distribution with respect to those shares, other than with respect to payment as of a record date prior to the effective time; however, if no petition for appraisal is filed within 120 days after the effective time of the merger, or if the shareholder delivers a written withdrawal of his or her demand for appraisal and an acceptance of the terms of the merger within 60 days after the effective time of the merger, then the right of that shareholder to appraisal will cease and that shareholder will be entitled to receive the cash payment for shares of his, her or its HCA Common Stock pursuant to the merger agreement. Any withdrawal of a

demand for appraisal made more than 60 days after the effective time of the merger may only be made with the written approval of the surviving corporation and must, to be effective, be made within 120 days after the effective time.

In view of the complexity of Section 262, the Company s shareholders who may wish to dissent from the merger and pursue appraisal rights should consult their legal advisors.

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IMPORTANT INFORMATION ABOUT HCA

HCA is a Delaware corporation and is headquartered in Nashville, Tennessee. We are one of the leading health care services companies in the United States. HCA is a holding company whose affiliates own and operate hospitals and related health care entities. The term affiliates includes direct and indirect subsidiaries of HCA and partnerships and joint ventures in which such subsidiaries are partners. As of September 30, 2006, we operated 172 hospitals, 95 freestanding surgery centers and facilities which provided extensive outpatient and ancillary services. Affiliates of HCA are also partners in joint ventures that own and operate seven hospitals and nine freestanding surgery centers which are accounted for using the equity method. Our facilities are located in 21 states, England and Switzerland.

HCA s primary objective is to provide the communities we serve a comprehensive array of quality health care services in the most cost-effective manner possible. Our general, acute care hospitals typically provide a full range of services to accommodate such medical specialties as internal medicine, general surgery, cardiology, oncology, neurosurgery, orthopedics and obstetrics, as well as diagnostic and emergency services. Outpatient and ancillary health care services are provided by our general, acute care hospitals, freestanding surgery centers, diagnostic centers and rehabilitation facilities. Our psychiatric hospitals provide a full range of mental health care services through inpatient, partial hospitalization and outpatient settings.

For more information about HCA, please visit our website at www.hcahealthcare.com. HCA s website is provided as an inactive textual reference only. Information contained on our website is not incorporated by reference into, and does not constitute any part of, this proxy statement. HCA is publicly traded on the NYSE under the symbol HCA.

Historical Selected Financial Data

The following table sets forth our historical selected financial data as of and for the years ended December 31, 2005, 2004, 2003, 2002 and 2001 and as of and for the six months ended June 30, 2006 and 2005. This financial data has been derived from, and should be read in conjunction with, our audited consolidated financial statements and the related notes filed as part of our Annual Report on Form 10-K for the year ended December 31, 2005 and the unaudited condensed consolidated financial statements and the related notes filed as part of our Quarterly Report on Form 10-Q for the quarter ended June 30, 2006. Financial data as of and for the six-month periods ended June 30, 2006 and 2005, and the selected ratios are unaudited and, in the opinion of our management, include all adjustments necessary for a fair presentation of the data. The results of operations for the interim periods are not necessarily indicative of the results to be expected for the entire year.

HCA INC.
SELECTED FINANCIAL DATA

	As of and for the Years Ended December 31,					As of and for the Six Months Ended June 30,	
	2005	2004	2003	2002	2001	2006	2005
						(Unaudited)	
	(Dollars in millions, except per share amounts)						
Summary of Operations:							
Revenues	$ 24,455	$ 23,502	$ 21,808	$ 19,729	$ 17,953	$ 12,775	$ 12,252
Salaries and benefits	9,928	9,419	8,682	7,952	7,279	5,216	4,906
Supplies	4,126	3,901	3,522	3,158	2,860	2,205	2,093
Other operating expenses	4,039	3,797	3,676	3,341	3,238	2,032	1,953
Provision for doubtful accounts	2,358	2,669	2,207	1,581	1,376	1,273	1,115
(Gains) losses on investments	(53)	(56)	(1)	2	(63)	(100)	(31)
Equity in earnings of affiliates	(221)	(194)	(199)	(206)	(158)	(108)	(106)
Depreciation and amortization	1,374	1,250	1,112	1,010	1,048	697	701
Interest expense	655	563	491	446	536	382	329

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HCA INC.
SELECTED FINANCIAL DATA

	As of and for the Years Ended December 31,					As of and for the Six Months Ended June 30,	
	2005	2004	2003	2002	2001	2006	2005
						(Unaudited)	
	(Dollars in millions, except per share amounts)						
Gains on sales of facilities	(78)		(85)	(6)	(131)	(5)	(29)
Impairment of long-lived assets		12	130	19	17		
Government settlement and investigation related costs			(33)	661	327		
Impairment of investment securities				168			
Loss on retirement of debt					28		
	22,128	21,361	19,502	18,126	16,357	11,592	10,931
Income before minority interests and income taxes	2,327	2,141	2,306	1,603	1,596	1,183	1,321
Minority interests in earnings of consolidated entities	178	168	150	148	119	101	89
Income before income taxes	2,149	1,973	2,156	1,455	1,477	1,082	1,232
Provision for income taxes	725	727	824	622	591	408	413
Reported net income	1,424	1,246	1,332	833	886	674	819
Goodwill amortization, net of income taxes					69		
Adjusted net income	$ 1,424	$ 1,246	$ 1,332	$ 833	$ 955	$ 674	$ 819
Basic earnings per share:							
Reported net income	$ 3.25	$ 2.62	$ 2.66	$ 1.63	$ 1.69	$ 1.67	$ 1.88
Goodwill amortization, net of income taxes					0.13		
Adjusted net income	$ 3.25	$ 2.62	$ 2.66	$ 1.63	$ 1.82	$ 1.67	$ 1.88
Shares used in computing basic earnings per share (in thousands)	438,619	475,620	501,799	511,824	524,112	403,366	435,626
Diluted earnings per share:							
Reported net income	$ 3.19	$ 2.58	$ 2.61	$ 1.59	$ 1.65	$ 1.64	$ 1.84

Goodwill amortization, net of income taxes										0.13				
Adjusted net income	$	3.19	$	2.58	$	2.61	$	1.59	$	1.78	$	1.64	$	1.84
Shares used in computing diluted earnings per share (in thousands)		445,785		483,663		510,874		525,219		538,177		409,731		443,739
Cash dividends declared per common share	$	0.60	$	0.52	$	0.08	$	0.08	$	0.08	$	0.34	$	0.30
Financial Position:														
Assets	$	22,225	$	21,840	$	21,400	$	19,059	$	18,073	$	23,120	$	21,718
Working capital		1,320		1,509		1,654		766		957		1,874		1,866
Long-term debt, including amounts due within one year		10,475		10,530		8,707		6,943		7,360		11,664		9,360
Minority interests in equity of consolidated entities		828		809		680		611		563		901		801
Company-obligated mandatorily redeemable securities of affiliate holding solely Company securities										400				
Shareholders equity		4,863		4,407		6,209		5,702		4,762		4,826		6,117

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HCA INC.
SELECTED FINANCIAL DATA

	As of and for the Years Ended December 31,					As of and for the Six Months Ended June 30,	
	2005	2004	2003	2002	2001	2006	2005
						(Unaudited)	
	(Dollars in millions, except per share amounts)						
Cash Flow Data:							
Cash provided by operating activities	$ 3,159	$ 2,954	$ 2,292	$ 2,648	$ 1,352	$ 771	$ 1,691
Cash used in investing activities	(1,681)	(1,688)	(2,862)	(1,740)	(1,300)	(795)	(758)
Cash (used in) provided by financing activities	(1,400)	(1,347)	650	(934)	(342)	424	(494)
Operating Data:							
Number of hospitals at end of period(a)	175	182	184	173	178	176	183
Number of freestanding outpatient surgical centers at end of period(b)	87	84	79	74	76	92	84
Number of licensed beds at end of period(c)	41,265	41,852	42,108	39,932	40,112	41,300	42,013
Weighted average licensed beds(d)	41,902	41,997	41,568	39,985	40,645	41,259	41,903
Admissions(e)	1,647,800	1,659,200	1,635,200	1,582,800	1,564,100	823,900	840,200
Equivalent admissions(f)	2,476,600	2,454,000	2,405,400	2,339,400	2,311,700	1,235,900	1,256,100
Average length of stay (days)(g)	4.9	5.0	5.0	5.0	4.9	4.9	5.0

Average daily census(h)	22,225	22,493	22,234	21,509	21,160	22,451	23,029
Occupancy(i)	53%	54%	54%	54%	52%	54%	55%
Emergency room visits(j)	5,415,200	5,219,500	5,160,200	4,802,800	4,676,800	2,658,100	2,737,400
Outpatient surgeries(k)	836,600	834,800	814,300	809,900	804,300	423,600	427,200
Inpatient surgeries(l)	541,400	541,000	528,600	518,100	507,800	269,300	271,900
Days revenues in accounts receivable(m)	50	48	52	52	49	48	47
Gross patient revenues(n)	$ 78,662	$ 71,279	$ 62,626	$ 53,542	$ 44,947	$ 42,438	$ 39,441
Outpatient revenues as a % of patient revenues(o)	36%	37%	37%	37%	37%	36%	37%

(a) Excludes seven facilities in 2006, 2005, 2004, and 2003; and six facilities in 2002 and 2001 that are not consolidated (accounted for using the equity method) for financial reporting purposes. Three hospitals located on the same campus were consolidated and counted as one hospital in 2005.

(b) Excludes facilities that are not consolidated (accounted for using the equity method) for financial reporting purposes.

(c) Licensed beds are those beds for which a facility has been granted approval to operate from the applicable state licensing agency.

(d) Weighted average licensed beds represents the average number of licensed beds, weighted based on periods owned.

(e) Represents the total number of patients admitted to our hospitals and is used by management and certain investors as a general measure of inpatient volume.

(f) Equivalent admissions are used by management and certain investors as a general measure of combined inpatient and outpatient volume. Equivalent admissions are computed by multiplying admissions (inpatient volume) by the sum of gross inpatient revenue and gross outpatient revenue and then dividing the resulting amount by gross inpatient revenue. The equivalent admissions computation equates outpatient revenue to the volume measure (admissions) used to measure inpatient volume, resulting in a general measure of combined inpatient and outpatient volume. Equivalent admissions for 2004 were reclassified to conform to the 2005 presentation.

(g) Represents the average number of days admitted patients stay in our hospitals.

(h) Represents the average number of patients in our hospital beds each day.

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(i) Represents the percentage of hospital licensed beds occupied by patients. Both average daily census and occupancy rate provide measures of the utilization of inpatient rooms.

(j) Represents the number of patients treated in our emergency rooms.

(k) Represents the number of surgeries performed on patients who were not admitted to our hospitals. Pain management and endoscopy procedures are not included in outpatient surgeries.

(l) Represents the number of surgeries performed on patients who have been admitted to our hospitals. Pain management and endoscopy procedures are not included in inpatient surgeries.

(m) Revenues per day is calculated by dividing the revenues for the period by the days in the period. Days revenues in accounts receivable is then calculated as accounts receivable, net of the allowance for doubtful accounts, at the end of the period divided by revenues per day.

(n) Gross patient revenues are based upon our standard charge listing. Gross charges/ revenues typically do not reflect what our hospital facilities are paid. Gross charges/ revenues are reduced by contractual adjustments, discounts and charity care to determine reported revenues.

(o) Represents the percentage of patient revenues related to patients who are not admitted to our hospitals. Patient revenues for 2004 were reclassified to conform to the 2005 presentation.

Ratio of Earnings to Fixed Charges

The following presents our ratio of earnings to fixed charges for the years ended December 31, 2005 and 2004 and for the six months ended June 30, 2006 and 2005, which should be read in conjunction with our consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2005 and our Quarterly Report on Form 10-Q for the quarter ended June 30, 2006, which are incorporated herein by reference.

Computation of Ratio of Earnings to Fixed Charges

	Years Ended December 31,		Six Months Ended June 30,	
	2005	**2004**	**2006**	**2005**
			(Unaudited)	
	(Dollars in millions)			
EARNINGS:				
Income before minority interests and income taxes	$ 2,327	$ 2,141	$ 1,183	$ 1,321
Fixed charges, exclusive of capitalized interest	785	686	449	394
	$ 3,112	$ 2,827	$ 1,632	$ 1,715
FIXED CHARGES				
Interest charged to expense	$ 655	$ 563	$ 382	$ 329
Interest portion of rental expense	130	123	67	65
Fixed charges, exclusive of capitalized interest	785	686	449	394
Capitalized interest	25	28	19	12
	$ 810	$ 714	$ 468	$ 406

Ratio of earnings to fixed charges	3.84	3.96	3.49	4.22

Book Value Per Share

Our net book value per share as of June 30, 2006 was $11.79, which is substantially below the $51.00 per share cash merger consideration.

Projected Financial Information

HCA s senior management does not as a matter of course make public projections as to future performance or earnings beyond the current fiscal year and is especially wary of making projections for extended earnings periods due to the unpredictability of the underlying assumptions and estimates. However, senior management did provide financial forecasts to the board of directors, Merrill Lynch, the Investor Group and the special committee and its financial advisors in connection with their consideration of a possible leveraged buyout of the Company. We have included a subset of these projections to give our shareholders access to certain nonpublic information deemed material by our special committee and board of directors for purposes of considering and evaluating the merger. The projections and related assumptions included below also constitute all projected financial information deemed material to Credit Suisse and Morgan Stanley in rendering their opinions described under Special Factors Opinions of Financial Advisors beginning on page 33. The inclusion of this information should not be regarded as an indication that the Investor Group, our special committee or board of directors, Credit Suisse, Morgan Stanley or any other recipient of this information considered, or now considers, it to be a reliable prediction of future results.

HCA advised the recipients of the projections that its internal financial forecasts, upon which the projections were based, are subjective in many respects. The projections reflect numerous assumptions with respect to industry performance, general business, economic, market and financial conditions and other matters, all of which are difficult to predict and beyond HCA s control. The projections also reflect numerous estimates and assumptions related to the business of HCA that are inherently subject to significant economic, political, and competitive uncertainties, all of which are difficult to predict and many of which are beyond HCA s control. As a result, there can be no assurance that the projected results will be realized or that actual results will not be significantly higher or lower than projected.

The financial projections were prepared for internal use and to assist the Investor Group and the financial advisors to the special committee with their respective due diligence investigations of HCA and not with a view toward public disclosure or toward complying with U.S. generally accepted accounting principles, the published guidelines of the SEC regarding projections or the guidelines established by the American Institute of Certified Public Accountants for preparation and presentation of prospective financial information. HCA s independent registered public accounting firm has not examined or compiled any of the financial projections, expressed any conclusion or provided any form of assurance with respect to the financial projections and, accordingly, assumes no responsibility for them. The financial projections do not take into account any circumstances or events occurring after the date they were prepared. Projections of this type are based on estimates and assumptions that are inherently subject to factors such as industry performance, general business, economic, regulatory, market and financial conditions, as well as changes to the business, financial condition or results of operation of the Company, including the factors described under Special Note Regarding Forward-Looking Statements beginning on page 14, which factors may cause the financial projections or the underlying assumptions to be inaccurate. Since the projections cover multiple years, such information by its nature becomes less reliable with each successive year.

Since the date of the projections described below, the Company has made publicly available its actual results of operations for the quarter and six months ended June 30, 2006. You should review the Company s Quarterly Report on Form 10-Q for the quarter ended June 30, 2006 to obtain this information. Readers of this proxy statement are cautioned not to place undue reliance on the specific portions of the financial projections set forth below. No one has made or makes any representation to any shareholder regarding the information included in these projections. HCA does not intend to update or otherwise revise the projections to reflect circumstances existing after the date when made or to reflect the occurrence of future events, even in the event that any or all of the assumptions underlying the projections are shown to be in error.

For the foregoing reasons, as well as the bases and assumptions on which the financial projections were compiled, the inclusion of specific portions of the financial projections in this proxy statement should

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not be regarded as an indication that such projections will be an accurate prediction of future events, and they should not be relied on as such. Except as required by applicable securities laws, HCA does not intend to update, or otherwise revise the financial projections or the specific portions presented to reflect circumstances existing after the date when made or to reflect the occurrence of future events, even in the event that any or all of the assumptions are shown to be in error.

Initial Projections. On January 26, 2006, senior management presented its forecast to the finance and investments committee of the Company s board of directors (the Initial Management Projections). Management also furnished the Initial Management Projections to Merrill Lynch which were used by Merrill Lynch in connection with its April 2006 presentation to management of an analysis of a leveraged buyout transaction. A summary of the Initial Management Projections is set forth below:

	Initial Management Projections		
	2006	**2007**	**2008**
		(In millions)	
Revenues	$ 25,645	$ 27,464	$ 29,370
EBITDA(1)	4,446	4,740	5,068

(1) Represents net income before gains on sales of facilities, depreciation and amortization, interest expense, minority interests in earnings of consolidated entities and provision for income taxes.

The material assumptions made by the Company in developing the Initial Management Projections were as follows:

	2006	**2007**	**2008**
		(Dollars in millions)	
Revenue growth(1)	4.9%	7.1%	