FOX SHELDON J
Form 4
August 17, 2018

FORM 4

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

STATEMENT OF CHANGES IN BENEFICIAL OWNERSHIP OF SECURITIES

Filed pursuant to Section 16(a) of the Securities Exchange Act of 1934, Section 17(a) of the Public Utility Holding Company Act of 1935 or Section 30(h) of the Investment Company Act of 1940

OMB APPROVAL

OMB Number:	3235-0287
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Check this box if no longer subject to Section 16. Form 4 or Form 5 obligations may continue. *See* Instruction 1(b).

(Print or Type Responses)

1. Name and Address of Reporting Person *
FOX SHELDON J

(Last) (First) (Middle)

HARRIS CORPORATION, 1025 WEST NASA BOULEVARD

(Street)

MELBOURNE, FL 32919

(City) (State) (Zip)

2. Issuer Name **and** Ticker or Trading Symbol
HARRIS CORP /DE/ [HRS]

3. Date of Earliest Transaction (Month/Day/Year)
08/15/2018

4. If Amendment, Date Original Filed(Month/Day/Year)

5. Relationship of Reporting Person(s) to Issuer

(Check all applicable)

_____ Director _____ 10% Owner
__X__ Officer (give title below) _____ Other (specify below)
SVP, Operations and IT

6. Individual or Joint/Group Filing(Check Applicable Line)
_X_ Form filed by One Reporting Person
___ Form filed by More than One Reporting Person

Table I - Non-Derivative Securities Acquired, Disposed of, or Beneficially Owned

1.Title of Security (Instr. 3)	2. Transaction Date (Month/Day/Year)	2A. Deemed Execution Date, if any (Month/Day/Year)	3. Transaction Code (Instr. 8)		4. Securities Acquired (A) or Disposed of (D) (Instr. 3, 4 and 5)			5. Amount of Securities Beneficially Owned Following Reported Transaction(s) (Instr. 3 and 4)	6. Ownership Form: Direct (D) or Indirect (I) (Instr. 4)	7. Nature of Indirect Beneficial Ownership (Instr. 4)
			Code	V	Amount	(A) or (D)	Price			
Common Stock, Par Value $1.00	08/15/2018		M[1]		45,800	A	$ 46.53	95,447.79	D	
Common Stock, Par Value $1.00	08/15/2018		S[1]		35,100	D	$ 162.96 [2]	60,347.79	D	
Common Stock, Par Value $1.00	08/15/2018		S[1]		10,700	D	$ 163.68 [3]	49,647.79 [4]	D	

Reminder: Report on a separate line for each class of securities beneficially owned directly or indirectly.

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB control number.

SEC 1474 (9-02)

Table II - Derivative Securities Acquired, Disposed of, or Beneficially Owned
(*e.g.*, puts, calls, warrants, options, convertible securities)

1. Title of Derivative Security (Instr. 3)	2. Conversion or Exercise Price of Derivative Security	3. Transaction Date (Month/Day/Year)	3A. Deemed Execution Date, if any (Month/Day/Year)	4. Transaction Code (Instr. 8)		5. Number of Derivative Securities Acquired (A) or Disposed of (D) (Instr. 3, 4, and 5)		6. Date Exercisable and Expiration Date (Month/Day/Year)		7. Title and Amo Underlying Secur (Instr. 3 and 4)	
				Code	V	(A)	(D)	Date Exercisable	Expiration Date	Title	An or Nu of S
Non-Qualified Stock Option (Right to Buy)	$ 46.53	08/15/2018		M[(1)]			45,800	08/24/2015	08/24/2022	Common Stock, Par Value $1.00	45

Reporting Owners

Reporting Owner Name / Address	Relationships			
	Director	10% Owner	Officer	Other
FOX SHELDON J HARRIS CORPORATION 1025 WEST NASA BOULEVARD MELBOURNE, FL 32919			SVP, Operations and IT	

Signatures

/s/ Sheldon J. Fox — 08/17/2018

**Signature of Reporting Person — Date

Explanation of Responses:

***** If the form is filed by more than one reporting person, *see* Instruction 4(b)(v).

****** Intentional misstatements or omissions of facts constitute Federal Criminal Violations. *See* 18 U.S.C. 1001 and 15 U.S.C. 78ff(a).

(1) The exercise of an option and sale of the underlying 45,800 shares as reported on this Form 4 were executed pursuant to a sale plan adopted by the reporting person on May 15, 2018, pursuant to Rule 10b5-1 under the Securities Exchange Act of 1934.

(2) The 35,100 shares were sold at a weighted average sale price of $162.96. The prices actually received ranged from $162.41 to $163.40. The reporting person will provide to the issuer, any security holder of the issuer, or the SEC staff, upon request, information regarding the number of shares sold at each price within the range.

(3) The 10,700 shares were sold at a weighted average sale price of $163.68. The prices actually received ranged from $163.41 to $164.16. The reporting person will provide to the issuer, any security holder of the issuer, or the SEC staff, upon request, information regarding the number of shares sold at each price within the range.

(4) Aggregate of 49,647.79 shares listed in Column 5 of Table I includes: (a) 27.07 shares acquired through the Harris Corporation 401(k) Retirement Plan ("Plan") from 4/11/18 through 5/31/18; (b) 155.08 shares acquired through a broker dividend reinvestment plan on 6/15/18; and (c) a reduction of 4.00 shares due to rounding of previous reports by the Plan's recordkeeper.

Note: File three copies of this Form, one of which must be manually signed. If space is insufficient, *see* Instruction 6 for procedure.
Potential persons who are to respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number. style="font-size: 6.0pt"> (b) *Performance of Obligations of Parent and Merger Sub.* Parent and Merger Sub shall have performed in all material respects all obligations, and complied in all material respects with the agreements and covenants, required to be performed by or complied with by it hereunder.
(c) *Officer s Certificate.* The Company shall have received a certificate signed by a senior officer of Parent and Merger Sub certifying as to the matters set forth in Section 8.3(a) and Section 8.3(b).

ARTICLE IX
TERMINATION

Section 9.1. *Termination.* This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time (notwithstanding any prior adoption of this Agreement by the stockholders of the Company):

(a) by mutual written consent of the Company, on the one hand, and Parent or Merger Sub, on the other hand;

(b) by either the Company, on the one hand, or Parent or Merger Sub, on the other hand, if:

(i) the Effective Time shall not have occurred on or before December 19, 2006, or if the Marketing Period has not ended on or before December 19, 2006 (the *End Date*), 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 Effective Time to occur 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 this Agreement;

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(ii) there shall be any final and nonappealable Law that makes consummation of the Merger illegal or otherwise prohibited; or

(iii) at the Company Stockholder Meeting or any adjournment thereof at which this Agreement has been voted upon, the stockholders of the Company fail to adopt this Agreement by the Requisite Stockholder Vote;

(c) by the Company:

(i) if a breach of any representation, warranty, covenant or agreement on the part of Parent or Merger Sub set forth in this Agreement shall have occurred which would cause any of the conditions set forth in Sections 8.3(a) or (b) not to be satisfied, and such breach is incapable of being cured by the End Date; *provided, however,* that the Company is not then in material breach of this Agreement so as to cause any of the conditions set forth in Section 8.1, 8.2(a) or 8.2(b) not to be satisfied;

(ii) prior to obtaining the Requisite Stockholder Vote, in accordance with, and subject to the terms and conditions of, Section 7.4(d); or

(iii) if all of the conditions set forth in Sections 8.1, 8.2(a) and 8.2(b) have been satisfied and Parent has failed to consummate the Merger no later than 5 calendar days after the final day of the Marketing Period.

(d) by Parent or Merger Sub, if:

(i) a breach of any representation, warranty, covenant or agreement on the part of the Company set forth in this Agreement shall have occurred which would cause any of the conditions set forth in Sections 8.2(a) or (b) not to be satisfied, and such breach is incapable of being cured by the End Date; *provided, however,* that neither Parent nor Merger Sub is then in material breach of this Agreement so as to cause any of the conditions set forth in Section 8.1, 8.3(a) or 8.3(b) not to be satisfied; or

(ii) the Board of Directors of the Company or any committee thereof (A) shall have effected a Recommendation Withdrawal, or publicly proposed to effect a Recommendation Withdrawal, (B) shall have approved or recommended to the stockholders of the Company a Company Acquisition Proposal other than the Merger, or shall have resolved to effect the foregoing or (C) the Company fails to include the Recommendation in the Company Proxy Statement.

Section 9.2. *Termination Fee.* (a) In the event that this Agreement is terminated by the Company pursuant to Section 9.1(c)(ii) or by Parent or Merger Sub pursuant to Section 9.1(d)(ii), then the Company shall pay the Termination Fee as directed in writing by Parent, at or prior to the time of termination in the case of a termination pursuant to Section 9.1(c)(ii) or as promptly as possible (but in any event within two Business Days) following termination of this Agreement in the case of a termination pursuant to Section 9.1(d)(ii).

(b) In the event that this Agreement is terminated by Parent or Merger Sub, on the one hand, or the Company, on the other hand, pursuant to Section 9.1(b)(iii) (or is terminated by the Company pursuant to a different section of Section 9.1 at a time when this Agreement was terminable pursuant to Section 9.1(b)(iii)) or by Parent or Merger Sub pursuant to Section 9.1(d)(i) (or is terminated by the Company pursuant to a different section of Section 9.1 at a time when this Agreement was terminable pursuant to Section 9.1(d)(i)) and, at any time after the date of this Agreement and prior to the Company Stockholder Meeting (in the case of a termination pursuant to Section 9.1(b)(iii)) or prior to the breach giving rise to the right of termination (in the case of a termination pursuant to Section 9.1(d)(i)), a bona fide, written Company Acquisition Proposal involving the purchase of not less than a majority of the outstanding voting securities of the Company shall have been publicly announced or publicly made known and, in the case of termination pursuant to Section 9.1(b)(iii), not publicly withdrawn at least two Business Days prior to the

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Company Stockholder Meeting, and, if within twelve months after such termination pursuant to Section 9.1(b)(iii) or Section 9.1(d)(i) the Company or any of its Subsidiaries enters into a definitive agreement with respect to, or consummates, any Company Acquisition Proposal involving the purchase of not less than a majority of the outstanding voting securities of the Company (whether or not the same as that originally announced or consummated), then, on the date of such execution or consummation, the Company shall pay the Termination Fee as directed in writing to Parent, less the amount of any Parent Expenses previously paid to Parent by the Company.

(c) In the event that this Agreement is terminated by Parent or Merger Sub, on the one hand, or the Company, on the other hand, pursuant to Section 9.1(b)(iii) (or is terminated by the Company pursuant to a different section of Section 9.1 at a time when this Agreement was terminable pursuant to Section 9.1(b)(iii)) or by Parent or Merger Sub pursuant to Section 9.1(d)(i) (or is terminated by the Company pursuant to a different section of Section 9.1 hereof at a time when this Agreement was terminable pursuant to Section 9.1(d)(i)) under circumstances in which the Termination Fee is not payable pursuant to this Section 9.2, then the Company shall pay as promptly as possible (but in any event within two Business Days) following receipt of an invoice therefor all of Parent s actual and reasonably documented out-of-pocket fees and expenses (including reasonable legal fees and expenses) actually incurred by Parent and its Affiliates on or prior to the termination of this Agreement in connection with the transactions contemplated by this Agreement *(Parent Expenses*) as directed by Parent in writing, which amount shall not be greater than $50 million; *provided,* that the existence of circumstances which could require the Termination Fee to become subsequently payable by the Company pursuant to Section 9.2(b) shall not relieve the Company of its obligations to pay the Parent Expenses pursuant to this Section 9.2(c); and *provided, further* that the payment by the Company of Parent Expenses pursuant to this Section 9.2(c) shall not relieve the Company of any subsequent obligation to pay the Termination Fee pursuant to Section 9.2(b) except to the extent indicated in Section 9.2(b).

(d) In the event that this Agreement is terminated by the Company pursuant to (i) Section 9.1(b)(i) and at the time of such termination the conditions set forth in Sections 8.1, 8.2(a) and 8.2(b) have been satisfied, (ii) Section 9.1(c)(i) and at the time of such termination there is no state of facts or circumstances that would reasonably be expected to cause the conditions set forth in Section 8.1, 8.2(a) and 8.2(b) not to be satisfied on or prior to the End Date, or (iii) Section 9.1(c)(iii), then Parent shall pay the Company the Termination Fee as promptly as possible (but in any event within two Business Days) following such termination by the Company.

(e) Any amount that becomes payable pursuant to Section 9.2(a), 9.2(b) or 9.2(c) or 9.2(d) shall be paid by wire transfer of immediately available funds to an account designated by the party entitled to receive such payment.

(f) Each of the Company, Parent and Merger Sub acknowledges that the agreements contained in this Section 9.2 are an integral part of the transactions contemplated by this Agreement, that without these agreements the Company, Parent and Merger Sub would not have entered into this Agreement, and that any amounts payable pursuant to this Section 9.2 do not constitute a penalty. If the Company fails to pay as directed in writing by Parent any amounts due to Parent or Merger Sub pursuant to this Section 9.2 within the time periods specified in this Section 9.2 or Parent fails to pay the Company any amounts due to the Company pursuant to this Section 9.2 within the time periods specified in this Section 9.2, the Company or Parent, as applicable, shall pay the costs and expenses (including reasonable legal fees and expenses) incurred by Parent or the Company, as applicable, in connection with any action, including the filing of any lawsuit, taken to collect payment of such amounts, together with interest on such unpaid amounts at the prime lending rate prevailing during such period as published in *The Wall Street Journal,* calculated on a daily basis from the date such amounts were required to be paid until the date of actual payment. Notwithstanding anything to the contrary in this Agreement, the Company s right to receive payment of the Termination Fee from Parent pursuant to this Section 9.2 or the guarantee thereof pursuant to the Guarantees shall be the sole and exclusive remedy of the Company and its Subsidiaries against Parent, Merger

Sub, the

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Guarantors and any of their respective former, current, or future general or limited partners, stockholders, managers, members, directors, officers, Affiliates or agents for the loss suffered as a result of the failure of the Merger to be consummated, and upon payment of such amount, none of Parent, Merger Sub, the Guarantors or any of their respective former, current, or future general or limited partners, stockholders, managers, members, directors, officers, Affiliates or agents shall have any further liability or obligation relating to or arising out of this Agreement or the transactions contemplated by this Agreement (except that Parent shall also be obligated with respect to the second sentence of this Section 9.2(f) and the indemnification and reimbursement obligations of Parent contained in Sections 7.10(a) and 7.11, and that Parent and Merger Sub shall also be obligated with respect to the provisions of Sections 7.3(c) and the last sentence of Section 7.10(a), it being understood that no other Person (including the Guarantors) shall have any liability or obligation under or with respect to such Sections 7.3(c) and such last sentence of Section 7.10(a).

Section 9.3. *Effect of Termination.* If this Agreement is terminated pursuant to Section 9.1, this Agreement shall forthwith become null and void and there shall be no liability or obligation on the part of the Company, Parent, Merger Sub or their respective Subsidiaries or Affiliates, except that the Guarantees referred to in Section 5.9, the indemnification and reimbursement provisions of Sections 7.10(a) and 7.11, and the provisions of Section 7.3(c), the last sentence of Section 7.10(a), Sections 9.2 and 9.3 and Article X will survive the termination hereof; *provided, however,* that nothing herein shall relieve the Company from liabilities for Damages incurred or suffered by Parent or Merger Sub as a result of any willful breach by the Company of any of its representations, warranties, covenants or other agreements set forth in this Agreement that would reasonably be expected to cause any of the conditions set forth in Sections 8.1, 8.2(a) or 8.2(b) not to be satisfied.

ARTICLE X
MISCELLANEOUS

Section 10.1. *Notices.* All notices, requests and other communications to any part hereunder shall be in writing (including facsimile or similar writing) and shall be given:

if to Parent or Merger Sub, to:

c/o:
ML Global Private Equity Fund, L.P.
c/o Merrill Lynch Global Private Equity
Four World Financial Center, Floor 23
New York, NY 10080
Attention: George A. Bitar
Christopher Birosak
Fax: (212) 449-1119

c/o:

Bain Capital Fund IX, L.P.
c/o Bain Capital Partners, LLC
111 Huntington Avenue
Boston, MA 02199
Attention: Chris Gordon
Fax: (617) 516-2010

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c/o:

KKR Millennium Fund, L.P.
c/o Kohlberg Kravis Roberts & Co. L.P.
2800 Sand Hill Road, Suite 200
Menlo Park, CA 94025
Attention: James C. Momtazee
Fax: (650) 233-6584
with a copy (which shall not constitute notice) to:
Simpson Thacher & Bartlett LLP
425 Lexington Avenue
New York, New York 10017
Attention: David J. Sorkin, Esq.
Fax: (212) 455-2502
if to the Company, to:
HCA Inc.
One Park Plaza
Nashville, TN 37203
Attention: General Counsel
Fax: (615) 344-1531
with copies (which shall not constitute notice) to:
Bass, Berry & Sims PLC
AmSouth Center
315 Deaderick Street
Suite 2700
Nashville, Tennessee 37238
Attention: James H. Cheek III, Esq.
J. Page Davidson, Esq.
Fax: (615) 742-6293

Shearman & Sterling LLP
599 Lexington Avenue
New York, New York 10022
Attention: Clare O Brien, Esq.
Creighton O M. Condon, Esq.
Fax: (212) 848-7179

or such other address or facsimile number as such party may hereafter specify by notice to the other parties hereto. Each such notice, request or other communication shall be effective (i) if given by telecopier, when such telecopy is transmitted to the facsimile number specified above and electronic confirmation of transmission is received or (ii) if given by any other means, when delivered at the address specified in this Section 10.1.

Section 10.2. *Representations and Warranties.* None of the representations, warranties, covenants and agreements in this Agreement or in any instrument delivered pursuant to this Agreement shall survive the Effective Time, except for those covenants and agreements contained herein and therein which by their terms apply in whole or in part after the Effective Time and then only to such extent. Each of Parent, Merger Sub and the Company acknowledges and agrees that, except for the representations and warranties expressly set forth in this Agreement (a) no party makes, and has not made, any representations or warranties relating to itself or its businesses or otherwise in connection with the Merger, (b) no person has been authorized by any party to make any representation or warranty relating to itself or its businesses or otherwise in connection with the Merger and, if made, such representation or warranty

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must not be relied upon as having been authorized by such party, and (c) any estimates, projections, predictions, data, financial information, memoranda, presentations or any other materials or information provided or addressed to any party or any of its Representatives are not and shall not be deemed to be or to include representations or warranties unless any such materials or information is expressly the subject of any representation or warranty set forth in this Agreement.

Section 10.3. *Expenses.* Except as otherwise expressly provided in Sections 7.10, 7.11 and 9.2, all costs and expenses incurred in connection with this Agreement shall be paid by the party incurring such cost or expense.

Section 10.4. *Amendment.* This Agreement may be amended by the parties hereto by action taken by or on behalf of their respective Boards of Directors (in the case of the Company, acting through the Special Committee if such committee still exists) at any time prior to the Effective Time, whether before or after adoption of this Agreement by the stockholders of the Company; *provided, however,* that, after adoption of this Agreement by the stockholders of the Company, no amendment may be made which under applicable Law requires the further approval of the stockholders of the Company without such further approval. This Agreement may not be amended except by an instrument in writing signed by the parties hereto.

Section 10.5. *Waiver.* At any time prior to the Effective Time, any party hereto may (i) extend the time for the performance of any of the obligations or other acts of the other parties hereto, (ii) waive any inaccuracies in the representations and warranties contained herein or in any document delivered pursuant hereto and (iii) subject to the requirements of applicable law, waive compliance with any of the agreements or conditions contained for the benefit of such party contained herein; *provided* that for so long as the Special Committee exists, the Company may not take any such action unless previously authorized by the Special Committee. Any such extension or waiver shall be valid if set forth in an instrument in writing signed by the party or parties to be bound thereby. The failure of any party to assert any rights or remedies shall not constitute a waiver of such rights or remedies.

Section 10.6. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other parties hereto (and any purported assignment without such consent shall be void and without effect), except that each of Parent and Merger Sub may assign all or any of its rights and obligations hereunder to any Affiliate of Parent; *provided, however,* that no such assignment shall relieve the assigning party of its obligations hereunder.

Section 10.7. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

Section 10.8. *Counterparts; Effectiveness; Third Party Beneficiaries.* This Agreement may be executed by facsimile signatures and in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective only when actually signed by each party hereto and each such party has received counterparts hereof signed by all of the other parties hereto. No provision of this Agreement is intended to or shall confer upon any Person other than the parties hereto any rights or remedies hereunder or with respect hereto, except as otherwise expressly provided in Section 7.5.

Section 10.9. *Severability.* If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by virtue of any Law, or due to any public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are fulfilled to the extent possible.

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Section 10.10. *Entire Agreement.* This Agreement constitutes the entire agreement of the parties hereto with respect to its subject matter and supersedes all oral or written prior or contemporaneous agreements and understandings among the parties with respect to such subject matter.

Section 10.11. *Remedies.* (a) The Company agrees that to the extent it has incurred losses or damages in connection with this Agreement, (i) the maximum aggregate liability of Parent and Merger Sub for such losses or damages shall be limited to $500 million and any amounts owed pursuant to Sections 7.10(a) and 7.11, (ii) the maximum liability of each Guarantor, directly or indirectly, shall be limited to the express obligations of such Guarantor under its Guarantee, and (iii) in no event shall the Company seek to recover any money damages in excess of such amount from Parent, Merger Sub, the Guarantors, or their respective Representatives and Affiliates in connection therewith.

(b) The parties hereto agree that irreparable damage would occur in the event that any provision of this Agreement were not performed by the Company in accordance with the terms hereof and that, prior to the termination of this Agreement pursuant to Section 9.1, Parent and Merger Sub shall be entitled to specific performance of the terms hereof, in addition to any other remedy at law or equity. The parties acknowledge that the Company shall not be entitled to an injunction or injunctions to prevent breaches of this Agreement by Parent or Merger Sub or to enforce specifically the terms and provisions of this Agreement and that the Company s sole and exclusive remedy with respect to any such breach shall be the remedy set forth in Sections 9.2(d) and 10.11(a); *provided, however,* that the Company shall be entitled to specific performance against Parent and Merger Sub to prevent any breach by Parent or Merger Sub of Section 7.3(c) and the last sentence of Section 7.10(a).

Section 10.12. *Jurisdiction.*

(a) In any action or proceeding between any of the parties arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, each of the parties hereto: (i) irrevocably and unconditionally consents and submits, for itself and its property, to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware (or, in the case of any claim as to which the federal courts have exclusive subject matter jurisdiction, the Federal court of the United States of America, sitting in Delaware); (ii) agrees that all claims in respect of such action or proceeding must be commenced, and may be heard and determined, exclusively in the Court of Chancery of the State of Delaware (or, if applicable, such Federal court); (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in the Court of Chancery of the State of Delaware (and, if applicable, such Federal court); and (iv) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in the Court of Chancery of the State of Delaware (or, if applicable, such Federal court). Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 10.1. Nothing in this Agreement shall affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(b) EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) EACH PARTY

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UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.12.

Section 10.13. *Authorship.* The parties agree that the terms and language of this Agreement were the result of negotiations between the parties and their respective advisors and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against any party. Any controversy over construction of this Agreement shall be decided without regard to events of authorship or negotiation.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

HCA INC.

By: /s/ Jack O. Bovender, Jr.

Name: Jack O. Bovender, Jr.
Title: Chairman and Chief Executive Officer

HERCULES HOLDING II, LLC

By: /s/ Chris Gordon

Name: Chris Gordon
Title: President

HERCULES ACQUISITION CORPORATION

By: /s/ Chris Gordon

Name: Chris Gordon
Title: President

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ANNEX B
Opinion of Credit Suisse Securities (USA) LLC

July 23, 2006
Special Committee of the Board of Directors
HCA Inc.
One Park Plaza
Nashville, Tennessee 37203
Members of the Special Committee:

You have asked us to advise you with respect to the fairness, from a financial point of view, to the holders of the common stock, voting and nonvoting, each par value $.01 per share (collectively, the Company Common Stock), of HCA Inc. (the Company), other than holders of Company Common Stock that are affiliates of Parent (as defined below) or the Surviving Corporation (as defined below) and the Rollover Holders (as defined below), of the Merger Consideration (as defined below) to be received by such holders pursuant to the terms of the proposed Agreement and Plan of Merger (the Merger Agreement) to be entered into among Hercules Holding II, LLC (the Parent), Hercules Acquisition Corporation, a wholly owned subsidiary of Parent (Merger Co), and the Company. The proposed Merger Agreement provides for, among other things, the merger (the Merger) of Merger Co with and into the Company pursuant to which the Company will be the surviving corporation (the Surviving Corporation) and each outstanding share of Company Common Stock will be converted into the right to receive $51.00 in cash (the Merger Consideration). We understand that certain holders of Company Common Stock or other equity securities of the Company (collectively, the Rollover Holders) will invest in securities of Parent or the Surviving Corporation in connection with the merger.

In arriving at our opinion, we have reviewed the proposed Merger Agreement and certain related documents as well as certain publicly available business and financial information relating to the Company. We also have reviewed certain other information relating to the Company, including financial forecasts, provided to or discussed with us by the Company, and have met with the management of the Company to discuss the business and prospects of the Company. We also have considered certain financial and stock market data of the Company, and we have compared that data with similar data for other publicly held companies in businesses we deemed similar to that of the Company and we have considered, to the extent publicly available, the financial terms of certain other business combinations and other transactions which have been recently effected or announced. We also considered such other information, financial studies, analyses and investigations and financial, economic and market criteria which we deemed relevant.

In connection with our review, we have not assumed any responsibility for independent verification of any of the foregoing information and have relied on such information being complete and accurate in all material respects. With respect to the financial forecasts for the Company which we have reviewed, the management of the Company has advised us, and we have assumed, that such forecasts have been reasonably prepared on bases reflecting the best currently available estimates and judgments of the Company s management as to the future financial performance of the Company. We also have assumed that the final Merger Agreement, when executed, will conform to the draft Merger Agreement in all respects material to our analyses. We also have assumed, with your consent, 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 the Company or the Merger and that the Merger will be consummated in accordance with the terms of the draft Merger Agreement without waiver, modification, amendment or adjustment of any material term, condition or agreement therein, including that Parent will obtain the necessary financing to effect the Merger in accordance with the terms of the draft debt and equity financing commitments provided to or discussed with us by Parent. In addition, we have not been requested to make, and have not made, an independent evaluation or appraisal of the assets or liabilities (contingent or otherwise) of the Company, nor have we been furnished with any such evaluations or appraisals. We understand that, in accordance

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with the Company s restated certificate of incorporation, filed with the Delaware Secretary of State on February 3, 2004, the voting and nonvoting common stock of the Company will receive the same consideration in the proposed Merger and, for purposes of our opinion and related analyses, we have treated the voting and nonvoting common stock identical in all material respects. Our opinion addresses only the fairness, from a financial point of view, to the holders of Company Common Stock (other than holders of Company Common Stock that are affiliates of Parent and the Rollover Holders) 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. Our opinion is necessarily based upon information made available to us as of the date hereof and upon financial, economic, market and other conditions as they exist and can be evaluated on the date hereof. Prior to the date hereof, we were not asked to, and we did not solicit third party indications of interest in acquiring the Company, but we note that we have been authorized in accordance with the Merger Agreement to do so for a prescribed period of time following the execution of the Merger Agreement. Our opinion does not address the relative merits of the Merger as compared to alternative transactions or strategies that might be available to the Company, nor does it address the underlying business decision of the Company to proceed with the Merger.

We have acted as financial advisor to the Special Committee in connection with the Merger and will receive a fee for our services, a portion of which is a fee for rendering this opinion. Our aggregate fee will be increased if the Merger is consummated. In addition, the Company has agreed to indemnify us for certain liabilities and other items arising out of our engagement. From time to time, we and our affiliates have in the past provided, are currently providing and in the future we may provide, investment banking and other financial services to the Company, as well as the private investment firms whose affiliates are stockholders of Parent, and their respective affiliates, for which we have received, and would expect to receive, compensation. We and certain of our affiliates and certain of our and their respective employees and certain private investment funds affiliated or associated with us have invested in private equity funds managed or advised by the private investment firms whose affiliates are stockholders of Parent. We are a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, we and our affiliates may acquire, hold or sell, for our own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of the Company, Parent, affiliates of the stockholders of Parent and any other company that may be involved in the Merger and, accordingly, may at any time hold a long or short position in such securities, as well as provide investment banking and other financial services to such companies.

It is understood that this letter is for the information of the Special Committee of the Board of Directors of the Company in connection with its consideration of the Merger and does not constitute a recommendation to any stockholder as to how such stockholder should vote or act on any matter relating to the proposed Merger.

Based upon and subject to the foregoing, it is our opinion that, as of the date hereof, the Merger Consideration to be received by the holders of Company Common Stock (other than holders of Company Common Stock that are affiliates of Parent and the Rollover Holders) is fair to such holders, from a financial point of view.

Very truly yours,

Credit Suisse Securities (USA) LLC

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ANNEX C
Opinion of Morgan Stanley & Co. Incorporated

July 23, 2006

Special Committee of the Board of Directors
HCA Inc.
One Park Plaza
Nashville, TN 37203
Members of the Special Committee of the Board:

We understand that HCA Inc. (the Company), Hercules Holding II, LLC (Buyer) and Hercules Acquisition Corporation, a wholly owned subsidiary of Buyer (Acquisition Sub) propose to enter into an Agreement and Plan of Merger, substantially in the form of the draft dated July 23, 2006 (the Merger Agreement), which provides, among other things, for the merger (the Merger) of Acquisition Sub with and into the Company. Pursuant to the Merger, the Company will become a wholly owned subsidiary of Buyer and each outstanding share of common stock, par value $0.01 per share, of the Company (the Common Stock) and each share of nonvoting common stock, par value $0.01 per share, of the Company (the Nonvoting Common Stock and, collectively with shares of Common Stock, the Shares) of the Company (other than Shares held by the Company as treasury stock, Shares owned by Buyer immediately prior to the effective time of the Merger, including any Shares contributed to Buyer by the Rollover Investors (as defined below), or Shares as to which dissenters rights have been perfected) will be converted into the right to receive $51.00 per share in cash. The terms and conditions of the Merger are more fully set forth in the Merger Agreement. We understand that Frisco, Inc., Frisco Partners and certain other holders of Shares or other equity securities of the Company (collectively, the Rollover Investors) will invest in securities of Buyer or the surviving corporation in the Merger pursuant to agreements entered into in connection with the Merger (the Rollover Investors Agreements).

You have asked for our opinion as to whether the consideration to be received by the holders of Shares (other than the Rollover Investors, Buyer and its affiliates) pursuant to the Merger Agreement is fair from a financial point of view to such holders.

For purposes of the opinion set forth herein, we have:

(i) reviewed certain publicly available financial statements and other information of the Company;

(ii) reviewed certain internal financial statements and other financial and operating data concerning the Company prepared by the management of the Company;

(iii) analyzed certain financial projections prepared by the management of the Company;

(iv) discussed the past and current operations and financial condition and the prospects of the Company with senior executives of the Company;

(v) reviewed the reported prices and trading activity for the Shares;

(vi) compared the financial performance of the Company and the prices and trading activity of the Shares with that of certain other comparable publicly-traded companies and their securities;

(vii) reviewed the financial terms, to the extent publicly available, of certain comparable acquisition transactions;

(viii) participated in discussions and negotiations among representatives of the Special Committee and Buyer and their financial and legal advisors;

(ix) reviewed the Merger Agreement, the debt and equity financing commitments provided to Buyer by certain lending institutions and private equity funds (the Financing Agreements), the

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commitments by Frisco, Inc. and Frisco Partners to contribute Shares to Buyer in connection with the Merger, each substantially in the form of the drafts dated July 23, 2006, and certain related documents; and

(x) performed such other analyses and considered such other factors as we have deemed appropriate.

We have assumed and relied upon without independent verification the accuracy and completeness of the information reviewed by us for the purposes of this opinion. With respect to the financial projections, we have assumed that they have been reasonably prepared on bases reflecting the best currently available estimates and judgments of the future financial performance of the Company. We have also assumed that the Merger will 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 Buyer will obtain financing for the Merger in accordance with the terms set forth in the Financing Agreements and that the transactions contemplated by the Rollover Investors Agreements will be consummated in accordance with their terms. We have 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 restrictions will be imposed that would have an adverse effect on the contemplated benefits expected to be derived in the Merger. We are not legal, tax or regulatory advisors and have relied upon, without independent verification, the assessment of the Company and its legal, tax or regulatory advisors with respect to such matters.

This opinion does not address the fairness of any consideration to be received by the Rollover Investors pursuant to the Merger Agreement or the Rollover Investors Agreements, the relative merits of the Merger as compared to alternative transactions or strategies that might be available to the Company, or the underlying business decision of the Company to enter into the Merger. We have not made any independent valuation or appraisal of the assets or liabilities of the Company nor have we been furnished with any such appraisals. We understand that, in accordance with the Company s restated certificate of incorporation, filed with the Delaware Secretary of State on February 3, 2004, the Common Stock and Nonvoting Common Stock of the Company will receive the same consideration in the proposed Merger and, for purposes of our opinion and related analyses, we have treated the Common Stock and Nonvoting Common Stock as identical in all material respects. Our opinion is necessarily based on financial, economic, market and other conditions as in effect on, and the information made available to us as of, the date hereof. Events occurring after the date hereof may affect this opinion and the assumptions used in preparing it, and we do not assume any obligation to update, revise or reaffirm this opinion.

In arriving at our opinion, we were not authorized to solicit, and did not solicit, interest from any party with respect to the acquisition of the Company or any of its assets (but we note that we have 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 we negotiate with any parties, other than Buyer, with respect to a possible acquisition of the Company or certain of its constituent businesses.

We have acted as financial advisor to the Special Committee of the Board of Directors of the Company in connection with this transaction and will receive a fee for our services.

In the past, we and our affiliates have provided financial advisory and financing services for the Company and affiliates of Buyer and have received fees for the rendering of these services. In addition, we and our affiliates, directors or officers, including individuals working with the Company in connection with this transaction, may have committed and may commit in the future to invest in private equity funds managed by affiliates of Buyer. In the ordinary course of our trading, brokerage, investment management and financing activities, we or our affiliates may at any time hold long or short positions, and may trade or otherwise effect transactions, for our own account or the accounts of customers, in debt or equity securities or senior loans of the Company, affiliates of Buyer or any other company or any currency or commodity that may be involved in this transaction.

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It is understood that this letter is for the information of the Special Committee of the Board of Directors of the Company and may not be used for any other purpose without our prior written consent. This opinion may be reproduced in full in any proxy or information statement mailed to shareholders of the Company in connection with this transaction if required by applicable law but may not otherwise be disclosed publicly in any manner without our prior approval. We express no opinion or recommendation as to how the shareholders of the Company should vote at the shareholders meeting to be held in connection with the Merger.

Based on the foregoing, we are of the opinion on the date hereof that the consideration to be received by the holders of Shares (other than the Rollover Investors, Buyer and its affiliates) pursuant to the Merger Agreement is fair from a financial point of view to such holders.

Very truly yours,

MORGAN STANLEY & CO. INCORPORATED
By: /s/ Michael J. Boublik

Michael J. Boublik
Managing Director

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ANNEX D

Section 262 of the General Corporation Law of the State of Delaware

§ 262. Appraisal rights.

(a) Any stockholder of a corporation of this State who holds shares of stock on the date of the making of a demand pursuant to subsection (d) of this section with respect to such shares, who continuously holds such shares through the effective date of the merger or consolidation, who has otherwise complied with subsection (d) of this section and who has neither voted in favor of the merger or consolidation nor consented thereto in writing pursuant to § 228 of this title shall be entitled to an appraisal by the Court of Chancery of the fair value of the stockholder s shares of stock under the circumstances described in subsections (b) and (c) of this section. As used in this section, the word stockholder means a holder of record of stock in a stock corporation and also a member of record of a nonstock corporation; the words stock and share mean and include what is ordinarily meant by those words and also membership or membership interest of a member of a nonstock corporation; and the words depository receipt mean a receipt or other instrument issued by a depository representing an interest in one or more shares, or fractions thereof, solely of stock of a corporation, which stock is deposited with the depository.

(b) Appraisal rights shall be available for the shares of any class or series of stock of a constituent corporation in a merger or consolidation to be effected pursuant to § 251 (other than a merger effected pursuant to § 251(g) of this title), § 252, § 254, § 257, § 258, § 263 or § 264 of this title:

(1) Provided, however, that no appraisal rights under this section shall be available for the shares of any class or series of stock, which stock, or depository receipts in respect thereof, at the record date fixed to determine the stockholders entitled to receive notice of and to vote at the meeting of stockholders to act upon the agreement of merger or consolidation, were either (i) listed on a national securities exchange or designated as a national market system security on an interdealer quotation system by the National Association of Securities Dealers, Inc. or (ii) held of record by more than 2,000 holders; and further provided that no appraisal rights shall be available for any shares of stock of the constituent corporation surviving a merger if the merger did not require for its approval the vote of the stockholders of the surviving corporation as provided in subsection (f) of § 251 of this title.

(2) Notwithstanding paragraph (1) of this subsection, appraisal rights under this section shall be available for the shares of any class or series of stock of a constituent corporation if the holders thereof are required by the terms of an agreement of merger or consolidation pursuant to §§ 251, 252, 254, 257, 258, 263 and 264 of this title to accept for such stock anything except:

a. Shares of stock of the corporation surviving or resulting from such merger or consolidation, or depository receipts in respect thereof;

b. Shares of stock of any other corporation, or depository receipts in respect thereof, which shares of stock (or depository receipts in respect thereof) or depository receipts at the effective date of the merger or consolidation will be either listed on a national securities exchange or designated as a national market system security on an interdealer quotation system by the National Association of Securities Dealers, Inc. or held of record by more than 2,000 holders;

c. Cash in lieu of fractional shares or fractional depository receipts described in the foregoing subparagraphs a. and b. of this paragraph; or

d. Any combination of the shares of stock, depository receipts and cash in lieu of fractional shares or fractional depository receipts described in the foregoing subparagraphs a., b. and c. of this paragraph.

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(3) In the event all of the stock of a subsidiary Delaware corporation party to a merger effected under § 253 of this title is not owned by the parent corporation immediately prior to the merger, appraisal rights shall be available for the shares of the subsidiary Delaware corporation.

(c) Any corporation may provide in its certificate of incorporation that appraisal rights under this section shall be available for the shares of any class or series of its stock as a result of an amendment to its certificate of incorporation, any merger or consolidation in which the corporation is a constituent corporation or the sale of all or substantially all of the assets of the corporation. If the certificate of incorporation contains such a provision, the procedures of this section, including those set forth in subsections (d) and (e) of this section, shall apply as nearly as is practicable.

(d) Appraisal rights shall be perfected as follows:

(1) If a proposed merger or consolidation for which appraisal rights are provided under this section is to be submitted for approval at a meeting of stockholders, the corporation, not less than 20 days prior to the meeting, shall notify each of its stockholders who was such on the record date for such meeting with respect to shares for which appraisal rights are available pursuant to subsection (b) or (c) hereof that appraisal rights are available for any or all of the shares of the constituent corporations, and shall include in such notice a copy of this section. Each stockholder electing to demand the appraisal of such stockholder s shares shall deliver to the corporation, before the taking of the vote on the merger or consolidation, a written demand for appraisal of such stockholder s shares. Such demand will be sufficient if it reasonably informs the corporation of the identity of the stockholder and that the stockholder intends thereby to demand the appraisal of such stockholder s shares. A proxy or vote against the merger or consolidation shall not constitute such a demand. A stockholder electing to take such action must do so by a separate written demand as herein provided. Within 10 days after the effective date of such merger or consolidation, the surviving or resulting corporation shall notify each stockholder of each constituent corporation who has complied with this subsection and has not voted in favor of or consented to the merger or consolidation of the date that the merger or consolidation has become effective; or

(2) If the merger or consolidation was approved pursuant to § 228 or § 253 of this title, then either a constituent corporation before the effective date of the merger or consolidation or the surviving or resulting corporation within 10 days thereafter shall notify each of the holders of any class or series of stock of such constituent corporation who are entitled to appraisal rights of the approval of the merger or consolidation and that appraisal rights are available for any or all shares of such class or series of stock of such constituent corporation, and shall include in such notice a copy of this section. Such notice may, and, if given on or after the effective date of the merger or consolidation, shall, also notify such stockholders of the effective date of the merger or consolidation. Any stockholder entitled to appraisal rights may, within 20 days after the date of mailing of such notice, demand in writing from the surviving or resulting corporation the appraisal of such holder s shares. Such demand will be sufficient if it reasonably informs the corporation of the identity of the stockholder and that the stockholder intends thereby to demand the appraisal of such holder s shares. If such notice did not notify stockholders of the effective date of the merger or consolidation, either (i) each such constituent corporation shall send a second notice before the effective date of the merger or consolidation notifying each of the holders of any class or series of stock of such constituent corporation that are entitled to appraisal rights of the effective date of the merger or consolidation or (ii) the surviving or resulting corporation shall send such a second notice to all such holders on or within 10 days after such effective date; provided, however, that if such second notice is sent more than 20 days following the sending of the first notice, such second notice need only be sent to each stockholder who is entitled to appraisal rights and who has demanded appraisal of such holder s shares in accordance with this subsection. An affidavit of the secretary or assistant secretary or of the transfer agent of the corporation that is required to give either notice that such notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein. For purposes of determining the stockholders entitled to receive either notice, each constituent corporation may fix, in advance, a record date that shall be not more than 10 days prior to the date the notice is given,

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provided, that if the notice is given on or after the effective date of the merger or consolidation, the record date shall be such effective date. If no record date is fixed and the notice is given prior to the effective date, the record date shall be the close of business on the day next preceding the day on which the notice is given.

(e) Within 120 days after the effective date of the merger or consolidation, the surviving or resulting corporation or any stockholder who has complied with subsections (a) and (d) hereof and who is otherwise entitled to appraisal rights, may file a petition in the Court of Chancery demanding a determination of the value of the stock of all such stockholders. Notwithstanding the foregoing, at any time within 60 days after the effective date of the merger or consolidation, any stockholder shall have the right to withdraw such stockholder s demand for appraisal and to accept the terms offered upon the merger or consolidation. Within 120 days after the effective date of the merger or consolidation, any stockholder who has complied with the requirements of subsections (a) and (d) hereof, upon written request, shall be entitled to receive from the corporation surviving the merger or resulting from the consolidation a statement setting forth the aggregate number of shares not voted in favor of the merger or consolidation and with respect to which demands for appraisal have been received and the aggregate number of holders of such shares. Such written statement shall be mailed to the stockholder within 10 days after such stockholder s written request for such a statement is received by the surviving or resulting corporation or within 10 days after expiration of the period for delivery of demands for appraisal under subsection (d) hereof, whichever is later.

(f) Upon the filing of any such petition by a stockholder, service of a copy thereof shall be made upon the surviving or resulting corporation, which shall within 20 days after such service file in the office of the Register in Chancery in which the petition was filed a duly verified list containing the names and addresses of all stockholders who have demanded payment for their shares and with whom agreements as to the value of their shares have not been reached by the surviving or resulting corporation. If the petition shall be filed by the surviving or resulting corporation, the petition shall be accompanied by such a duly verified list. The Register in Chancery, if so ordered by the Court, shall give notice of the time and place fixed for the hearing of such petition by registered or certified mail to the surviving or resulting corporation and to the stockholders shown on the list at the addresses therein stated. Such notice shall also be given by 1 or more publications at least 1 week before the day of the hearing, in a newspaper of general circulation published in the City of Wilmington, Delaware or such publication as the Court deems advisable. The forms of the notices by mail and by publication shall be approved by the Court, and the costs thereof shall be borne by the surviving or resulting corporation.

(g) At the hearing on such petition, the Court shall determine the stockholders who have complied with this section and who have become entitled to appraisal rights. The Court may require the stockholders who have demanded an appraisal for their shares and who hold stock represented by certificates to submit their certificates of stock to the Register in Chancery for notation thereon of the pendency of the appraisal proceedings; and if any stockholder fails to comply with such direction, the Court may dismiss the proceedings as to such stockholder.

(h) After determining the stockholders entitled to an appraisal, the Court shall appraise the shares, determining their fair value exclusive of any element of value arising from the accomplishment or expectation of the merger or consolidation, together with a fair rate of interest, if any, to be paid upon the amount determined to be the fair value. In determining such fair value, the Court shall take into account all relevant factors. In determining the fair rate of interest, the Court may consider all relevant factors, including the rate of interest which the surviving or resulting corporation would have had to pay to borrow money during the pendency of the proceeding. Upon application by the surviving or resulting corporation or by any stockholder entitled to participate in the appraisal proceeding, the Court may, in its discretion, permit discovery or other pretrial proceedings and may proceed to trial upon the appraisal prior to the final determination of the stockholder entitled to an appraisal. Any stockholder whose name appears on the list filed by the surviving or resulting corporation pursuant to subsection (f) of this section and who has submitted such stockholder s certificates of stock to the Register in Chancery, if such is required, may

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participate fully in all proceedings until it is finally determined that such stockholder is not entitled to appraisal rights under this section.

(i) The Court shall direct the payment of the fair value of the shares, together with interest, if any, by the surviving or resulting corporation to the stockholders entitled thereto. Interest may be simple or compound, as the Court may direct. Payment shall be so made to each such stockholder, in the case of holders of uncertificated stock forthwith, and the case of holders of shares represented by certificates upon the surrender to the corporation of the certificates representing such stock. The Court s decree may be enforced as other decrees in the Court of Chancery may be enforced, whether such surviving or resulting corporation be a corporation of this State or of any state.

(j) The costs of the proceeding may be determined by the Court and taxed upon the parties as the Court deems equitable in the circumstances. Upon application of a stockholder, the Court may order all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including, without limitation, reasonable attorney s fees and the fees and expenses of experts, to be charged pro rata against the value of all the shares entitled to an appraisal.

(k) From and after the effective date of the merger or consolidation, no stockholder who has demanded appraisal rights as provided in subsection (d) of this section shall be entitled to vote such stock for any purpose or to receive payment of dividends or other distributions on the stock (except dividends or other distributions payable to stockholders of record at a date which is prior to the effective date of the merger or consolidation); provided, however, that if no petition for an appraisal shall be filed within the time provided in subsection (e) of this section, or if such stockholder shall deliver to the surviving or resulting corporation a written withdrawal of such stockholder s demand for an appraisal and an acceptance of the merger or consolidation, either within 60 days after the effective date of the merger or consolidation as provided in subsection (e) of this section or thereafter with the written approval of the corporation, then the right of such stockholder to an appraisal shall cease. Notwithstanding the foregoing, no appraisal proceeding in the Court of Chancery shall be dismissed as to any stockholder without the approval of the Court, and such approval may be conditioned upon such terms as the Court deems just.

(l) The shares of the surviving or resulting corporation to which the shares of such objecting stockholders would have been converted had they assented to the merger or consolidation shall have the status of authorized and unissued shares of the surviving or resulting corporation.

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ANNEX E

Information Relating to the Sponsors, the Frist Entities and HCA Directors and Executive Officers

Directors and Executive Officers

The following information sets forth the names, ages, titles of our directors and executive officers, their present principal occupation and their business experience during the past five years. During the last five years, none of HCA, its executive officers or directors has been (i) convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or (ii) a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining such person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws. All of the directors and executive officers listed below are U.S. citizens. The business address of each of the director or officer listed below is c/o HCA Inc., One Park Plaza, Nashville, Tennessee 37203; (615) 344-9551.

C. Michael Armstrong
Director Since 2004
Age 67

Mr. Armstrong was Chairman of the Board of Directors of Comcast Corporation from November 2002 to May 2004 and continued to serve as a director of Comcast Corporation until June 2005. From 1997 until 2002, Mr. Armstrong served as Chairman and Chief Executive Officer of AT&T Corp. Prior to that time, Mr. Armstrong served as Chairman and Chief Executive Officer of Hughes Electronics Corporation. Prior to that, Mr. Armstrong served as Chairman of IBM World Trade Corp. Mr. Armstrong also serves as a director of Citigroup Inc. and IHS Inc.

Magdalena H. Averhoff, M.D.
Director Since 1992
Age 55

Magdalena H. Averhoff, M.D. is a retired physician who specialized in gastroenterology. She practiced in Miami, Florida from 1982 until her retirement in 2005. Dr. Averhoff serves on the Board of Cedars Medical Center prior to her retirement. She has served as the Chairperson of the Performance Improvement Committee and the Credentials Committee and as the President and Chief of Staff at Cedars Medical Center.

Jack O. Bovender, Jr.
Director Since 1999
Age 61

Jack O. Bovender, Jr. has served as our Chairman and Chief Executive Officer since January 2002. Mr. Bovender served as President and Chief Executive Officer of the Company from January 2001 to December 2001. From August 1997 to January 2001, Mr. Bovender served as President and Chief Operating Officer of the Company. From April 1994 to August 1997, he was retired. Prior to his retirement, Mr. Bovender served as Chief Operating Officer of HCA-Hospital Corporation of America from 1992 until 1994. Prior to 1992, Mr. Bovender held several senior level positions with HCA-Hospital Corporation of America.

Richard M. Bracken
Director Since 2002
Age 54

Richard M. Bracken was appointed President and Chief Operating Officer in January 2002; he was appointed Chief Operating Officer in July 2001. Mr. Bracken served as President Western Group of the Company from August 1997 until July 2001. From January 1995 to August 1997, Mr. Bracken served as

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President of the Pacific Division of the Company. Prior to 1995, Mr. Bracken served in various hospital Chief Executive Officer and Administrator positions with HCA-Hospital Corporation of America.

Martin Feldstein
Director Since 1998
Age 66

Martin Feldstein has been a Professor of Economics at Harvard University since 1969. Dr. Feldstein also has served as the President and Chief Executive Officer of the National Bureau of Economic Research, a nonprofit economic research firm, since 1977, except for the period from August 1982 to July 1984 when he served as Chairman of the Council of Economic Advisors. Dr. Feldstein is also a director of American International Group, Inc. and Eli Lilly and Company.

Thomas F. Frist, Jr., M.D.
Director Since 1994
Age 68

Thomas F. Frist, Jr., M.D. stepped down as our Chairman in January 2002. Dr. Frist served as an executive officer and Chairman of our Board of Directors from January 2001 to January 2002. From July 1997 to January 2001, Dr. Frist served as our Chairman and Chief Executive Officer. Dr. Frist served as Vice Chairman of the Board of Directors from April 1995 to July 1997 and as Chairman from February 1994 to April 1995. He was Chairman, Chief Executive Officer and President of HCA-Hospital Corporation of America from 1988 to February 1994.

Frederick W. Gluck
Director Since 1998
Age 71

Frederick W. Gluck served as senior counselor to McKinsey & Company, Inc., an international consulting firm, from July 1998 to July 2003. He worked with Bechtel Group, Inc. from February 1995 to July 1998, serving as its Vice Chairman and Director from January 1996 to July 1997. Mr. Gluck held various positions with McKinsey & Company, Inc. from 1968 to 1995, including leading the firm as its managing partner from 1988 to 1994. Mr. Gluck is also a director of Amgen Inc.

Glenda A. Hatchett
Director Since 2000
Age 55

Glenda A. Hatchett is an author and has hosted a nationally syndicated television court show, Judge Hatchett, since 2000. Ms. Hatchett served as the Chief Judge of Fulton County Juvenile Court from 1991 until May 1999. Ms. Hatchett served as Judge of Fulton County Juvenile Court from 1990 until 1991. Prior to that time, Ms. Hatchett held various leadership positions with Delta Air Lines, Inc. s legal and public relations departments.

Charles O. Holliday, Jr.
Director Since 2002
Age 58

Charles O. Holliday, Jr. has served as the Chairman and Chief Executive Officer of E. I. du Pont de Nemours and Company, or DuPont, since January 1999, and has served as Chief Executive Officer of DuPont since February 1998. Mr. Holliday served as President of DuPont from December 1997 to December 1998. He was Chairman of DuPont, Asia Pacific from July 1995 until November 1997. Mr. Holliday held a number of other positions with DuPont from 1970 to 1995.

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T. Michael Long
Director Since 1991
Age 63

T. Michael Long is a partner with Brown Brothers Harriman & Co., a private banking firm. Mr. Long joined Brown Brothers Harriman & Co. in 1971 and became a partner in 1984. He is currently Co-Manager of The 1818 Fund III, L.P. and its predecessor, The 1818 Fund II, L.P. He participates as a member of the Investment Committees of other private equity funds sponsored by the firm and serves as a senior advisor in certain financial advisory relationships with firm clients.

John H. McArthur
Director Since 1998
Age 72

John H. McArthur served as Dean of the Faculty of the Harvard University Graduate School of Business Administration from 1980 to 1995. He was on the faculty of the Harvard Business School from 1962 to 1995. From 1996 to 2005, Mr. McArthur served as Senior Advisor to the President of the World Bank. Mr. McArthur currently serves as Chairman of the Board at the Asia Pacific Foundation of Canada. Mr. McArthur is also a director of AES Corporation, BCE Inc., Bell Canada and Cabot Corporation.

Kent C. Nelson
Director Since 1998
Age 69

Kent C. Nelson served as Chairman and Chief Executive Officer of United Parcel Service from November 1989 to December 1996. Mr. Nelson held various positions with United Parcel Service over a 37-year period.

Frank S. Royal, M.D.
Director Since 1994
Age 67

Frank S. Royal, M.D. is a physician who has been practicing in Richmond, Virginia for over 20 years. Dr. Royal served as President and Chairman of the National Medical Association. Dr. Royal is a director of Chesapeake Corporation, CSX Corporation, Smithfield Foods, Inc., Dominion Resources, Inc. and SunTrust Banks, Inc.

Harold T. Shapiro
Director Since 2001
Age 71

Harold T. Shapiro currently serves as Professor of Economics and Public Affairs at Princeton University. Dr. Shapiro served as the President of Princeton University from January 1988 to July 2001. Dr. Shapiro served as chairman of the National Bioethics Advisory Commission from 1986 to 2001, and is currently chair of the Alfred P. Sloan Foundation. Dr. Shapiro is also a director of DeVry Inc.

R. Milton Johnson
Age 49

R. Milton Johnson has served as Executive Vice President and Chief Financial Officer of the Company since July 2004. Mr. Johnson served as Senior Vice President and Controller of the Company from July 1999 until July 2004. Mr. Johnson served as Vice President and Controller of the Company from November 1998 to July 1999. Prior to that time, Mr. Johnson served as Vice President Tax of the Company from April 1995 to October 1998. Prior to that time, Mr. Johnson served as Director of Tax for Healthtrust from September 1987 to April 1995.

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David G. Anderson
Age 59

David G. Anderson has served as Senior Vice President Finance and Treasurer of the Company since July 1999. Mr. Anderson served as Vice President Finance of the Company from September 1993 to July 1999 and was elected to the additional position of Treasurer in November 1996. From March 1993 until September 1993, Mr. Anderson served as Vice President Finance and Treasurer of Galen Health Care, Inc. From July 1988 to March 1993, Mr. Anderson served as Vice President Finance and Treasurer of Humana Inc.

Victor L. Campbell
Age 59

Victor L. Campbell has served as Senior Vice President of the Company since February 1994. Prior to that time, Mr. Campbell served as HCA-Hospital Corporation of America s Vice President for Investor, Corporate and Government Relations. Mr. Campbell joined HCA-Hospital Corporation of America in 1972. Mr. Campbell is the chairman of the Board of the Federation of American Hospitals and serves on the Board of HRET, a subsidiary of the American Hospital Association.

Rosalyn S. Elton
Age 45

Rosalyn S. Elton has served as Senior Vice President Operations Finance of the Company since July 1999. Ms. Elton served as Vice President Operations Finance of the Company from August 1993 to July 1999. From October 1990 to August 1993, Ms. Elton served as Vice President Financial Planning and Treasury for the Company.

Charles R. Evans
Age 59

Charles R. Evans was appointed President Eastern Group of the Company in May 2004. Mr. Evans served as President Southeast Division from January 2001 until May 2004. Mr. Evans served as President Mid America Division from January 1998 until December 2000. Prior to that time, Mr. Evans served as President North Carolina Division from April 1996 until December 1997, and as President First Coast Health Network from January 1995 until March 1996. Prior to that time, Mr. Evans served in various positions with Community Hospitals Indianapolis.

V. Carl George
Age 62

V. Carl George has served as Senior Vice President Development of the Company since July 1999. Mr. George served as Vice President Development of the Company from April 1995 to July 1999. From September 1987 to April 1995, Mr. George served as Director of Development for Healthtrust. Prior to working for Healthtrust, Mr. George served with HCA-Hospital Corporation of America in various positions.

R. Sam Hankins, Jr.
Age 56

R. Sam Hankins, Jr. was appointed Chief Financial Officer Outpatient Services Group in May 2004. Mr. Hankins served as Chief Financial Officer West Florida Division from January 1998 until May 2004. Prior to that time, Mr. Hankins served as Chief Financial Officer Northeast Division from March 1997 until December 1997, and as Chief Financial Officer Richmond Division from March 1996 until February 1997. Prior to that time, Mr. Hankins served in various positions with CJW Medical Center in Richmond, Virginia and with several hospitals.

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Russell K. Harms
Age 48

Russell K. Harms was appointed Chief Financial Officer Central Group in October 2005. From January 2001 to October 2005, Mr. Harms served as Chief Financial Officer of HCA s MidAmerica Division. From December 1997 to December 2000, Mr. Harms served as Chief Financial Officer of Presbyterian/ St. Lukes Medical Center.

Samuel N. Hazen
Age 46

Samuel N. Hazen was appointed President Western Group of the Company in July 2001. Mr. Hazen served as Chief Financial Officer Western Group of the Company from August 1995 to July 2001. Mr. Hazen served as Chief Financial Officer North Texas Division of the Company from February 1994 to July 1995. Prior to that time, Mr. Hazen served in various hospital and regional Chief Financial Officer positions with Humana Inc. and Galen Health Care, Inc.

Frank M. Houser
Age 65

Frank M. Houser, M.D. has served as Senior Vice President Quality and Medical Director of the Company since November 1997. Dr. Houser served as President Physician Management Services of the Company from May 1996 to November 1997. Dr. Houser served as President of the Georgia Division of the Company from December 1994 to May 1996. From May 1993 to December 1994, Dr. Houser served as the Medical Director of External Operations at The Emory Clinic, Inc. in Atlanta, Georgia. Dr. Houser served as State Public Health Director, Georgia Department of Human Resources from July 1991 to May 1993.

Patricia T. Lindler
Age 59

Patricia T. Lindler has served as Senior Vice President Government Programs of the Company since July 1999. Ms. Lindler served as Vice President Reimbursement of the Company from September 1998 to July 1999. Prior to that time, Ms. Lindler was the President of Health Financial Directions, Inc. from March 1995 to November 1998. From September 1980 to February 1995, Ms. Lindler served as Director of Reimbursement of the Company s Florida Group.

A. Bruce Moore, Jr.
Age 46

A. Bruce Moore, Jr. was appointed President Outpatient Services Group in January 2006. Mr. Moore had served as Senior Vice President and as Chief Operating Officer Outpatient Services Group since July 2004 and as Senior Vice President Operations Administration from July 1999 until July 2004. Mr. Moore served as Vice President Operations Administration of the Company from September 1997 to July 1999, as Vice President Benefits from October 1996 to September 1997, and as Vice President Compensation from March 1995 until October 1996.

Jonathan B. Perlin, M.D.
Age 45

Dr. Jonathan B. Perlin was appointed Senior Vice President Quality and Medical Director of the Company in August 2006. Prior to joining the Company, Dr. Perlin had served as Undersecretary of Health in the U.S. Department of Veterans Affairs since April 2004. Dr. Perlin joined the Veterans Health Administration in November 1999 where he served in various capacities, including as Deputy Undersecretary of Health from July 2002 to April 2004, and as Chief Quality and Performance Officer from November 1999 to September 2002.

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W. Paul Rutledge
Age 51

W. Paul Rutledge was appointed as President Central Group in October 2005. Mr. Rutledge had served as President of the MidAmerica Division since January 2001. He served as President of TriStar Health System from June 1996 to January 2001 and served as president of Centennial Medical Center from May 1993 to June 1996. He has served in leadership capacities with HCA for more than 20 years, working with hospitals in New Orleans, La., Rome, Ga. and Nashville Tn.

Richard J. Shallcross
Age 47

Richard J. Shallcross was appointed Chief Financial Officer Western Group of the Company in August 2001. Mr. Shallcross served as Chief Financial Officer Continental Division of the Company from September 1997 to August 2001. From October 1996 to August 1997, Mr. Shallcross served as Chief Financial Officer Utah/ Idaho Division of the Company. From November 1995 until September 1996, Mr. Shallcross served as Vice President of Finance and Managed Care for the Colorado Division of the Company.

Joseph N. Steakley
Age 52

Joseph N. Steakley has served as Senior Vice President Internal Audit Services of the Company since July 1999. Mr. Steakley served as Vice President Internal Audit Services from November 1997 to July 1999. From October 1989 until October 1997, Mr. Steakley was a partner with Ernst & Young LLP.

John M. Steele
Age 50

John M. Steele has served as Senior Vice President Human Resources of the Company since November 2003. Mr. Steele served as Vice President Compensation and Recruitment of the Company from November 1997 to October 2003. From March 1995 to November 1997, Mr. Steele served as Assistant Vice President Recruitment.

Donald W. Stinnett
Age 50

Donald W. Stinnett was appointed Chief Financial Officer Eastern Group in October 2005. Mr. Stinnett had served as Chief Financial Officer of the Far West Division since July 1999. Mr. Stinnett served as Chief Financial Officer and Vice President of Finance of Franciscan Health System of the Ohio Valley from 1995 until 1999, and served in various capacities with Franciscan Health System of Cincinnati and Providence Hospital in Cincinnati prior to that time.

Beverly B. Wallace
Age 55

Beverly B. Wallace was appointed President Shared Services Group in March 2006. From January 2003 until March 2006, Ms. Wallace served as President Financial Services Group. Ms. Wallace served as Senior Vice President Revenue Cycle Operations Management of the Company from July 1999 to January 2003. Ms. Wallace served as Vice President Managed Care of the Company from July 1998 to July 1999. From 1997 to 1998, Ms. Wallace served as President Homecare Division of the Company. From 1996 to 1997, Ms. Wallace served as Chief Financial Officer Nashville Division of the Company. From 1994 to 1996, Ms. Wallace served as Chief Financial Officer Mid-America Division of the Company.

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Robert A. Waterman
Age 52

Robert A. Waterman has served as Senior Vice President and General Counsel of the Company since November 1997. Mr. Waterman served as a partner in the law firm of Latham & Watkins from September 1993 to October 1997; he was also Chair of the firm s healthcare group during 1997.

Noel Brown Williams
Age 51

Noel Brown Williams has served as Senior Vice President and Chief Information Officer of the Company since October 1997. From October 1996 to September 1997, Ms. Williams served as Chief Information Officer for American Service Group/ Prison Health Services, Inc. From September 1995 to September 1996, Ms. Williams worked as an independent consultant. From June 1993 to June 1995, Ms. Williams served as Vice President, Information Services for HCA Information Services. From February 1979 to June 1993, she held various positions with HCA-Hospital Corporation of America Information Services.

Alan R. Yuspeh
Age 57

Alan R. Yuspeh has served as Senior Vice President Ethics, Compliance and Corporate Responsibility of the Company since October 1997. From September 1991 until October 1997, Mr. Yuspeh was a partner with the law firm of Howrey & Simon. As a part of his law practice, Mr. Yuspeh served from 1987 to 1997 as Coordinator of the Defense Industry Initiative on Business Ethics and Conduct.

Hercules Holding II, LLC

Hercules Holding II, LLC is a Delaware limited liability company that was formed solely for the purpose of acquiring HCA. Hercules Holding II, LLC has not engaged in any business except as contemplated by the merger agreement. The principal office addresses of Hercules Holding II, LLC 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.

The names and material occupations, positions, offices or employment during the past five years of each executive officer and member of Hercules Holding II, LLC are set forth below:

Chris Gordon, President and Assistant Secretary. Chris Gordon is a principal of Bain Capital Partners, LLC, a private investment firm (Bain), the current business address of which is 111 Huntington Avenue, Boston, Massachusetts 02199 and has been at Bain since 1997. Mr. Gordon is a United States citizen.

James C. Momtazee, Vice President, Treasurer and Assistant Secretary. James C. Momtazee is a director of Kohlberg Kravis Roberts & Co. L.P., a private investment firm, the current business address of which is 2800 Sand Hill Road, Suite 200, Menlo Park, California 94025, and has held such position since 2005. From May 2005 to December 2005, Mr. Momtazee served as a Principal of the firm and served as an Associate from 2001 to May 2005. Mr. Momtazee is a United States citizen.

Christopher Birosak, Vice President, Secretary and Assistant Treasurer. Refer to ML Global Private Equity Fund, L.P. below.

Bain Capital Fund IX, L.P., member. Refer to Bain Capital Fund IX, L.P. below.

KKR Millennium Fund L.P, member. Refer to KKR Millennium Fund L.P. below.

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ML Global Private Equity Fund, L.P, member. Refer to ML Global Private Equity Fund, L.P. below.

During the last five years, no person or entity described above has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

Hercules Acquisition Corporation

Hercules Acquisition Corporation 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 Hercules Holding II, LLC and has not engaged in any business except as contemplated by the merger agreement. The principal office addresses of Hercules Acquisition Corporation 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.

The names and material occupations, positions offices or employment during the past five years of the current executive officers and directors of Hercules Acquisition Corporation are set forth below:

Chris Gordon, Director, President and Assistant Secretary. Refer to Hercules Holding II, LLC above.

James C. Momtazee, Director, Vice President, Treasurer and Assistant Secretary. Refer to Hercules Holding II, LLC above.

Christopher Birosak, Director, Vice President, Secretary and Assistant Treasurer. Refer to ML Global Private Equity Fund, L.P. below.

During the last five years, no person or entity described above has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

Bain Capital Fund IX, L.P.

Bain Capital Fund IX, L.P. (Bain Fund IX) is a Cayman Islands exempted limited partnership engaged in the business of making private equity and other types of investments.

Bain Capital Fund IX, LLC (IX LLC) is a Delaware limited liability company whose sole member is Bain Fund IX.

Bain Capital Partners IX, L.P. (Bain Partners IX) is the general partner of Bain Fund IX. Bain Partners IX is a Cayman Islands exempted limited partnership, the principal business of which is acting as general partner of Bain Fund IX and a related fund.

Bain Capital Investors, LLC (Bain Capital Investors) is the general partner of Bain Partners IX. Bain Capital Investors is a Delaware limited liability company engaged in the business of acting as the general partner of persons primarily engaged in the business of making private equity and other types of investments.

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The business address of each of Bain Fund IX, IX LLC, Bain Partners IX, Bain Capital Investors and the managing directors listed below (collectively, the Bain Parties) is c/ o Bain Capital Partners, LLC, 111 Huntington Avenue, Boston, Massachusetts 02199, except that the address of the Bain Parties working in the New York office is c/ o Bain Capital NY, LLC, 745 5th Avenue, New York, New York 10151.

The names and material occupations, positions offices or employment during the past five years of each managing director of Bain Capital Investors are set forth below. Each is a U.S. citizen.

Andrew B. Balson is a managing director of Bain Capital Investors. He joined Bain in 1996 and became a managing director in 2000.

Steven W. Barnes is a managing director of Bain Capital Investors. He has been associated with Bain since 1988 and became a managing director in 2000.

Joshua Bekenstein is a managing director of Bain Capital Investors. He joined Bain at its inception in 1984 and became a managing director in 1986.

Edward W. Conard is a managing director of Bain Capital Investors. He joined Bain and became a managing director in 1993. Mr. Conard works in Bain Capital s New York office.

John P. Connaughton is a managing director of Bain Capital Investors. He joined Bain in 1989 and became a managing director in 1997.

Paul B. Edgerley is a managing director of Bain Capital Investors. He joined Bain in 1988 and became a managing director in 1990.

Michael F. Goss is a managing director COO of Bain Capital Investors. He joined Bain in 2001 as a managing director.

S. Jordan Hitch is a managing director of Bain Capital Investors. He joined Bain in 1997 and became a managing director in 2005.

Matthew S. Levin is a managing director of Bain Capital Investors. He joined Bain in 1992 and became a managing director in 2000.

Ian K. Loring is a managing director of Bain Capital Investors. He joined Bain in 1996 and became a managing director in 2000.

Phil Loughlin is a managing director of Bain Capital Investors. He joined Bain in 1996 and became a managing director in 2004.

Mark E. Nunnelly is a managing director of Bain Capital Investors. He joined Bain and became a managing director in 1990.

Stephen G. Pagliuca is a managing director of Bain Capital Investors. He joined Bain and became a managing director in 1989.

Michael Ward is a managing director of Bain Capital Investors. He joined Bain in 2002 and became a managing director in 2005. Prior to joining Bain Capital, Mr. Ward was President and Chief Operating Officer of Digitas, located at Prudential Center, 800 Boylston Street, Prudential Tower, Boston, MA 02199.

Stephen M. Zide is a managing director of Bain Capital Investors. He joined Bain in 1997 and became a managing director in 2001. Mr. Zide works in Bain Capital s New York office.

During the last five years, no person or entity described above has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

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KKR Millennium Fund L.P. and KKR 2006 Fund L.P.

KKR Millennium Fund L.P. is a Delaware limited partnership principally engaged in the business of making investments in equity, debt and other securities issued in connection with KKR-sponsored management buyouts or build-ups. KKR Associates Millennium L.P., a Delaware limited partnership, is the sole general partner of KKR Millennium Fund L.P. and is principally engaged in the business of serving as the general partner of KKR Millennium Fund L.P. and making, managing and disposing of investments on its behalf. KKR Millennium GP LLC is the sole general partner of KKR Associates Millennium L.P. KKR Millennium GP LLC is a Delaware limited liability company principally engaged in the business of serving as the general partner of KKR Associates Millennium L.P. The managing members of KKR Millennium GP LLC are also managing members of KKR & Co. L.L.C., a Delaware limited liability company that is the general partner of Kohlberg Kravis Roberts & Co. L.P., a Delaware limited partnership (KKR). KKR is a private investment firm which provides management services to KKR Millennium Fund L.P. pursuant to the terms of a management agreement. KKR & Co. L.L.C. and its 24 members carry out the management of KKR s business and affairs.

KKR 2006 Fund L.P., a Delaware limited partnership, is principally engaged in the business of making investments in equity, debt and other securities issued in connection with KKR-sponsored management buyouts or build-ups. KKR Associates 2006 L.P., a Delaware limited partnership, serves as the general partner of KKR 2006 Fund L.P., and is principally engaged in the business of serving as the general partner of KKR 2006 Fund L.P. and making, managing and disposing of investments on its behalf. KKR 2006 GP LLC, a Delaware limited liability company, is the sole general partner of KKR Associates 2006 L.P. and is principally engaged in the business of serving as the general partner of KKR Associates 2006 L.P. The managing members of KKR 2006 GP LLC are also managing members of KKR & Co. L.L.C., a Delaware limited liability company that is the general partner of KKR. The management of KKR s business and affairs is carried out by KKR & Co. L.L.C. and its 24 members.

The business address of each of KKR Millennium Fund L.P., KKR Associates Millennium L.P., KKR Millennium GP LLC, Kohlberg Kravis Roberts & Co. L.P., KKR & Co. L.L.C., KKR 2006 Fund L.P., KKR Associates 2006 L.P. and KKR 2006 GP LLC is 9 West 57th Street, New York, NY 10019.

The names and material occupations, positions, offices or employment during the past five years of each member of KKR & Co. L.L.C., the general partner of KKR, are set forth below:

Henry R. Kravis serves as a managing member of KKR & Co. L.L.C. and has held this position since 1996. Mr. Kravis is a citizen of the United States.

George R. Roberts serves as a managing member of KKR & Co. L.L.C. and has held this position since 1996. Mr. Roberts is a citizen of the United States.

Paul E. Raether serves as a member of KKR & Co. L.L.C. and has held this position since 1996. Mr. Raether is a citizen of the United States.

Michael W. Michelson serves as a member of KKR & Co. L.L.C. and has held this position since 1996. Mr. Michelson is a citizen of the United States.

James H. Greene serves as a member of KKR & Co. L.L.C. and has held this position since 1996. Mr. Greene is a citizen of the United States.

Perry Golkin serves as a member of KKR & Co. L.L.C. and has held this position since 1996. Mr. Golkin is a citizen of the United States.

Johannes Huth serves as a member of KKR & Co. L.L.C. and has held this position since 2000. Mr. Huth is a citizen of Germany.

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Alexander Navab serves as a member of KKR & Co. L.L.C. and has held this position since 2001. From 1993 until 2001, Mr. Navab was an executive of Kohlberg Kravis Roberts & Co. L.P. Mr. Navab is a citizen of the United States.

Todd A. Fisher serves as a member of KKR & Co. L.L.C. and has held this position since 2001. From 1999 until 2001, Mr. Fisher was an executive of Kohlberg Kravis Roberts & Co. Ltd. Mr. Fisher is a citizen of the United States.

Jacques Garaïalde serves as a member of KKR & Co. L.L.C. and has held this position since 2004. Prior to that, Mr. Garaïalde, was an executive at The Carlyle Group. Mr. Garaïalde is a citizen of France.

Marc S. Lipschultz serves as a member of KKR & Co. L.L.C. and has held this position since 2004. From 1995 until 2004, Mr. Lipschultz was an executive of Kohlberg Kravis Roberts & Co. L.P. Mr. Lipschultz is a citizen of the United States.

Reinhard Gorenflos serves as a member of KKR & Co. L.L.C. and has held this position since 2005. From 2002 until 2005, Mr. Gorenflos was an executive of Kohlberg Kravis Roberts & Co. Ltd. Prior to 2002, Mr. Gorenflos served as an executive of Aral. Mr. Gorenflos is a citizen of Germany.

Michael M. Calbert serves as a member of KKR & Co. L.L.C. and has held this position since 2005. From 2000 until 2005, Mr. Calbert was an executive of Kohlberg Kravis Roberts & Co. L.P. Mr. Calbert is a citizen of the United States.

Scott C. Nuttall serves as a member of KKR & Co. L.L.C. and has held this position since 2005. From 1997 until 2005, Mr. Nuttall was an executive of Kohlberg Kravis Roberts & Co. L.P. Mr. Nuttall is a citizen of the United States.

Joseph Y. Bae serves as a member of KKR & Co. L.L.C. and has held this position since 2006. From 1997 until 2006, Mr. Bae was an executive of Kohlberg Kravis Roberts & Co. L.P. Mr. Bae is a citizen of the United States.

Brian F. Carroll serves as a member of KKR & Co. L.L.C. and has held this position since 2006. From 1997 until 2006, Mr. Carroll was an executive of Kohlberg Kravis Roberts & Co. L.P. Mr. Carroll is a citizen of the United States.

Adam H. Clammer serves as a member of KKR & Co. L.L.C. and has held this position since 2006. From 1997 until 2006, Mr. Clammer was an executive of Kohlberg Kravis Roberts & Co. L.P. Mr. Clammer is a citizen of the United States.

Frederick M. Goltz serves as a member of KKR & Co. L.L.C. and has held this position since 2006. From 1996 until 2006, Mr. Goltz was an executive of Kohlberg Kravis Roberts & Co. L.P. Mr. Goltz is a citizen of the United States.

Oliver Haarmann serves as a member of KKR & Co. L.L.C. and has held this position since 2006. From 1999 until 2006, Mr. Haarmann was an executive of Kohlberg Kravis Roberts & Co. Ltd. Mr. Haarmann is a citizen of Germany.

Michael E. Marks serves as a member of KKR & Co. L.L.C. and has held this position since 2006. Prior to that, Mr. Marks was an executive at Flextronics. Mr. Marks is a citizen of the United States.

Dominic P. Murphy serves as a member of KKR & Co. L.L.C. and has held this position since 2006. From 2005 until 2006, Mr. Murphy was an executive of Kohlberg Kravis Roberts & Co. Ltd. Prior to that, Mr. Murphy was an executive at Cinven. Mr. Murphy is a citizen of the United Kingdom.

John L. Pfeffer serves as a member of KKR & Co. L.L.C. and has held this position since 2006. From 2001 until 2006, Mr. Pfeffer was an executive of Kohlberg Kravis Roberts & Co. Ltd. Mr. Pfeffer is a citizen of the United States.

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John K. Saer, Jr. serves as a member of KKR & Co. L.L.C. and has held this position since 2006. From 2001 until 2006, Mr. Saer was an executive of Kohlberg Kravis Roberts & Co. L.P. Mr. Saer is a citizen of the United States.

Clive Hollick serves as a member of KKR & Co. L.L.C. and has held this position since 2006. From 2005 until 2006, Mr. Hollick was an executive of Kohlberg Kravis Roberts & Co. Ltd. Prior to that, Mr. Hollick was an executive at United Business Media. Mr. Hollick is a citizen of the United Kingdom.

The current business address of each such member is c/ o Kohlberg Kravis Roberts & Co. L.P., 9 West 57th Street, New York, New York 10019, except as follows: (i) the current business address of Messrs. Roberts, Michelson, Greene, Calbert, Clammer, Goltz and Marks is c/o Kohlberg Kravis Roberts & Co. L.P., 2800 Sand Hill Road, Suite 200, Menlo Park, California 94025; (ii) the current business address of Messrs. Huth, Fisher, Garaïalde, Gorenflos, Haarmann, Murphy, Pfeffer and Hollick is c/ o Kohlberg Kravis Roberts & Co. Ltd., Stirling Square, 7 Carlton Gardens, London, SW1Y 5AD, England and (iii) the current business address of Mr. Bae is 25/ F AIG Tower, 1 Connaught Road, Central, Hong Kong.

During the last five years, none of the persons or entities described above has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

ML Global Private Equity Fund, L.P.

Merrill Lynch & Co., Inc., a Delaware corporation, and its subsidiaries provide investment, financing, insurance and related services to individuals and institutions on a global basis through its broker, dealer, banking, insurance and other financial services subsidiaries. ML Global Private Equity Fund, L.P., a Cayman Islands exempted limited partnership, is the investment vehicle for investments made by Merrill Lynch Global Private Equity, the private equity arm of Merrill Lynch & Co., Inc.

MLGPE LTD, a Cayman Islands exempted company and wholly-owned subsidiary of ML Global Private Equity Partners, L.P., is the general partner of ML Global Private Equity Fund, L.P. ML Global Private Equity Partners, L.P., a Cayman Islands exempted limited partnership, is a limited partner of ML Global Private Equity Fund, L.P. Merrill Lynch GP Inc., a Delaware corporation and wholly-owned subsidiary of Merrill Lynch Group, Inc., is the General Partner of ML Global Private Equity Partners, L.P. Merrill Lynch Group, Inc., a Delaware corporation and wholly-owned subsidiary of Merrill Lynch & Co., Inc., is a holding company for a variety of subsidiaries engaged in banking, trust services, private equity and insurance.

The names and material occupations, positions, offices or employment during the last five years of each officer and director of Merrill Lynch & Co., Inc. and MLGPE LTD, the general partner of ML Global Private Equity Fund, L.P., are set forth below:

Merrill Lynch & Co., Inc.

Rosemary T. Berkery serves as Executive Vice President and General Counsel of Merrill Lynch & Co., Inc. and has held each position since 2001. Ms. Berkery is a citizen of the United States.

Armando M. Codina serves as a Director of Merrill Lynch & Co., Inc. and has held this position since 2005. Mr. Codina is the President and Chief Executive Officer of Flagler Development Group, the successor to Codina Group, Inc., a real estate investment, development, construction, brokerage and property management firm, that he founded in 1979. Mr. Codina is a citizen of the United States.

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Jill K. Conway serves as a Director of Merrill Lynch & Co., Inc. and has held this position since 1978. Ms. Conway is a Visiting Scholar at the Massachusetts Institute of Technology, and has held this position since 1985. Ms. Conway is a citizen of the United States.

Alberto Cribiore serves as a Director of Merrill Lynch & Co., Inc. and has held this position since 2003. Mr. Cribiore is a Founder and Managing Principal of Brera Capital Partners LLC, a private equity investment firm, and has held this position since 1997. Mr. Cribiore is a citizen of the United States.

Robert C. Doll serves as Senior Vice President of Merrill Lynch & Co., Inc. and also serves as the President and Chief Investment Officer of Merrill Lynch Investment Managers. Mr. Doll has held the position of Senior Vice President since 2002 and has served as President and Chief Investment Officer of Merrill Lynch Investment Managers since 2001. Mr. Doll is a citizen of the United States.

Jeffrey N. Edwards serves as Senior Vice President and Chief Financial Officer of Merrill Lynch & Co., Inc. and has held each position since 2005. Mr. Edwards served as the Senior Vice President and Head of Investment Banking for the Americas region from 2004 to 2005, as Head of Global Capital Markets and Financing from 2003 to 2004 and Co-Head of Global Equity Markets (covering trading, sales and origination activities) from 2001 to 2003. Mr. Edwards is a citizen of the United States and of the United Kingdom.

Ahmass L. Fakahany serves as Executive Vice President, Vice Chairman and Chief Administrative Officer of Merrill Lynch & Co., Inc. and has held the positions since 2002 and 2005, respectively. Mr. Fakahany served as Chief Financial Officer from 2002 to 2005, Chief Operating Officer for Global Markets and Investment Banking from 2001 to 2002, and Senior Vice President and Finance Director from 1998 to 2001. Mr. Fakahany is a citizen of the United States.

John D. Finnegan serves as a Director of Merrill Lynch & Co., Inc. and has held this position since 2004. Mr. Finnegan is the Chairman of the Board, President and Chief Executive Officer of The Chubb Corporation, a property and casualty insurance company, and has held each position since 2003, 2002 and 2002, respectively. Mr. Finnegan served as Executive Vice President of General Motors Corporation, primarily engaged in the development, manufacture and sale of automotive vehicle from 1999 to 2002. Mr. Finnegan is a citizen of the United States.

Gregory J. Fleming serves as Executive Vice President of Merrill Lynch & Co., Inc. and President of Global Markets and Investment Banking. Mr. Fleming has held each position since 2003. Prior to this, Mr. Fleming served as Chief Operating Officer of the Global Investment Banking Group of Global Markets and Investment Banking from January to August 2003, and as Co-Head of the Global Financial Institutions Group of Global Markets and Investment Banking from 2001 to 2003. Mr. Fleming is a citizen of the United States.

Dow Kim serves as Executive Vice President of Merrill Lynch & Co., Inc. and President of Global Markets and Investment Banking. Mr. Kim has held each position since 2003. Mr. Kim served as Head of the Global Debt Markets Group of Global Markets and Investment Banking from 2001 to 2003, and as Managing Director and Head of Global Enterprise Risk Management within the Global Debt Markets Group of Global Markets and Investment Banking from 2000 to 2001. Mr. Kim is a citizen of the United States.

Robert J. McCann serves as Executive Vice President and Vice Chairman of Merrill Lynch & Co., Inc. and President of Global Private Client. Mr. McCann has held each position since 2003 and 2005, respectively. Mr. McCann served as Vice Chairman of Wealth Management Group from 2003 to 2005, Vice Chairman and Director of Distribution and Marketing for AXA Financial Inc. from March 2003 to August 2003, Head of the Global Securities Research and Economics Group of Merrill Lynch from 2001 to 2003 and Chief Operating Officer of Global Markets and Investment Banking from 2000 to 2001. Mr. McCann is a citizen of the United States.

David K. Newbigging serves as a Director of Merrill Lynch & Co., Inc. and has held this position since 1996. Mr. Newbigging is the Chairman of the Board of Talbot Holdings Limited, a non-life

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insurance company whose operations are U.K.-based, and has held the position since 2003. Mr. Newbigging served as Chairman of the Board of Friends Provident plc, a U.K.-based life assurance company, from 2001 to 2005. Mr. Newbigging is a citizen of the United Kingdom.

E. Stanley O Neal serves as the Chairman of the Board, Chief Executive Officer and President of Merrill Lynch & Co., Inc. and has held each position since 2003, 2002 and 2001, respectively. Mr. O Neal has served as a Director since 2001, and is a citizen of the United States.

Aulana L. Peters serves as a Director of Merrill Lynch & Co., Inc. and has held this position since 1994. Ms. Peters primary occupation is serving as a corporate director and is a retired Partner of Gibson, Dunn & Crutcher LLP. Ms. Peters is a citizen of the United States.

Joseph W. Prueher serves as a Director of Merrill Lynch & Co., Inc. and has held the position since 2001. Adm. Prueher s primary occupation is serving as a corporate director and Consulting Professor at the Stanford University Center for International Security and Cooperation, and has held the position since 2001. Adm. Prueher served as the U.S. Ambassador to the People s Republic of China from 1999 to 2001, and is a citizen of the United States.

Ann N. Reese serves as a Director of Merrill Lynch & Co., Inc. and has held this position since 2004. Ms. Reese is the Co-Founder and Co-Executive Director of the Center for Adoption Policy, a not-for-profit corporation, and has held this position since 2001. Ms. Reese is a citizen of the United States.

Charles O. Rossotti serves as a Director of Merrill Lynch & Co., Inc. and has held this position since 2004. Mr. Rossotti is the Senior Advisor to The Carlyle Group, a private global investment firm, and has held this position since 2003. Prior to 2003, Mr. Rossotti served as the Commissioner of Internal Revenue at the Internal Revenue Service from 1997 to 2002. Mr. Rossotti is a citizen of the United States.

ML Global Private Equity Fund, L.P.

Christopher J. Birosak serves as a Director and a Managing Director of MLGPE LTD. Mr. Birosak also serves as an executive officer of Merrill Lynch Global Private Equity and has held the position since 2004. From 1994 to 2004, Mr. Birosak was a Managing Director of Merrill Lynch Leveraged Finance. Mr. Birosak is a citizen of the United States.

George A. Bitar serves as a Director and a Managing Director of MLGPE LTD. Mr. Bitar also serves as an executive officer of Merrill Lynch Global Private Equity and has held the position for over five years. Mr. Bitar is a citizen of the United States.

Marcelo Di Lorenzo serves as a Director and a Managing Director of MLGPE LTD. Mr. Di Lorenzo also serves as an executive officer of Merrill Lynch Global Private Equity and has held the position for over five years. Mr. Di Lorenzo is a citizen of Brazil and Italy.

Robert F. End serves as a Director and a Managing Director of MLGPE LTD. Mr. End also serves as an executive officer of Merrill Lynch Global Private Equity and has held the position since 2004. From 1994 to 2004, Mr. End served as a Partner of Stonington Partners, Inc., the principal address of which is 767 Fifth Avenue, 48th Floor, New York, New York, 10153. Mr. End is a citizen of the United States.

Eric J. Kump serves as a Director and a Managing Director of MLGPE LTD. Mr. Kump also serves as an executive officer of Merrill Lynch Global Private Equity and has held the position for over five years. Mr. Kump is a citizen of the United States.

Terutomo Mitsumasu serves as a Director and a Managing Director of MLGPE LTD. Mr. Mitsumasu also serves as an executive officer of Merrill Lynch Global Private Equity and has held the position since 2005. From 2002 to 2005, Mr. Mitsumasu served as Deputy General Manager of Shinsei Bank, the principal address of which is 1-8, Uchisaiwaicho 2-chrome, Chiyoda-ku, Tokyo 100-8501, Japan. Mr. Mitsumasu is a citizen of Japan.

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Djamal Moussaoui serves as a Director and a Managing Director of MLGPE LTD. Mr. Moussaoui also serves as an executive officer of Merrill Lynch Global Private Equity and has held the position for over five years. Mr. Moussaoui is a citizen of France.

Guido Padovano serves as a Director and a Managing Director of MLGPE LTD. Mr. Padovano also serves as an executive officer of Merrill Lynch Global Private Equity and has held the position for over five years. Mr. Padovano is a citizen of Italy.

Mandakini Puri serves as a Director and a Managing Director of MLGPE LTD. Ms. Puri also serves as an executive officer of Merrill Lynch Global Private Equity and has held the position for over five years. Ms. Puri is a citizen of the United States.

Brian A. Renaud serves as a Director and a Managing Director of MLGPE LTD. Mr. Renaud also serves as an executive officer of Merrill Lynch Global Private Equity and has held the position for over five years. Mr. Renaud is a citizen of the United States.

Nathan C. Thorne serves as a Director and President of MLGPE LTD., and as a Senior Vice President of Merrill Lynch & Co., Inc. Mr. Thorne also serves as an executive officer of Merrill Lynch Global Private Equity and has held the position for over five years. Mr. Thorne is a citizen of the United States.

The current business address of each such person is Four World Financial Center, 250 Vesey Street, New York, NY 10080, except as follows: (i) the current business address of Messrs. Kump and Moussaoui is Merrill Lynch Financial Centre, 2 King Edward Street, London EC1A 1 HQ, United Kingdom; (ii) the current business address of Messrs. Di Lorenzo and Padovano is Av. Brigadeiro Faria Lima, 3400 18th Floor, 04538-132 Sao Paulo, Brazil; (iii) the current business address of Mr. Mitsumasu is Nihonbashi 1-chrome Building, 1-4-1 Nihonbashi, Chuo-ku, Tokyo 1003- 8230, Japan and (iv) the current business address of Mr. Renaud is Governor Phillip Tower, Level 38, 1 Farrer Place, Sydney NSW 2000, Australia.

On May 31, 2006, as part of a settlement relating to managing auctions for auction rate securities, the SEC accepted the offer of settlement of fifteen firms, including Merrill Lynch, Pierce, Fenner & Smith Incorporated (Merrill Lynch), and issued a settlement order on May 31, 2006. The SEC found, and Merrill Lynch neither admitted nor denied, that Merrill Lynch violated section 17(a)(2) of the Securities Act by managing auctions for auction rate securities in ways that were not adequately disclosed or that did not conform to disclosed procedures. Merrill Lynch submitted, and the SEC accepted, an offer of settlement whereby, without admitting or denying the findings contained in the SEC s order, Merrill Lynch consented to a cease and desist order, a censure, a civil money penalty of $1,500,000 (paid to the SEC s on June 1, 2006) and compliance with certain undertakings to provide customers with written descriptions of Merrill Lynch s material auction practices and procedures and to implement procedures reasonably designed to prevent and detect failures by Merrill Lynch s to conduct auctions for auction rate securities in accordance with disclosed procedures.

On March 13, 2006, Merrill Lynch entered into a settlement with the SEC, without admitting or denying the allegations, that includes findings with regard to failure to provide in a timely manner representatives of the SEC with electronic mail communications as required and failure to retain certain emails related to its business in violation of Section 17(A) of the Exchange Act and Rules 17A-4(J) and 17A-4(B)(4), respectively. The settlement resulted in the payment of $2.5 million to the SEC.

In March 2005, Merrill Lynch reached agreements with the State of New Jersey and the New York Stock Exchange (NYSE) and reached an agreement in principle with the State of Connecticut pursuant to which Merrill Lynch, without admitting or denying the allegations, consented to a settlement that included findings that it failed to maintain certain books and records and to reasonably supervise a team of former FAs who facilitated improper market timing by a hedge fund client. Merrill Lynch terminated the FAs in October 2003, brought the matter to the attention of regulators, and cooperated fully in the regulators review. The settlement will result in aggregate payments of $13.5 million.

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In July 2005, Merrill Lynch entered into a settlement with the NYSE, without admitting or denying the allegations, that includes findings with regard to certain matters relating to the failure to deliver prospectuses for certain auction rate preferred shares and open-end mutual funds; the failure to deliver product descriptions with regard to certain exchange traded funds; the failure to ensure that proper registration qualifications were obtained for certain personnel; issues with regard to the retention, retrieval and review of e-mails; isolated lapses in branch office supervision; late reporting of certain events such as customer complaints and arbitrations; the failure to report certain complaints in quarterly reports to the NYSE due to a systems error; and partial non-compliance with Continuing Education requirements. The settlement resulted in a payment of $10 million to the NYSE.

On June 3, 2005, entered into a settlement with the State of New Jersey, without admitting or denying the allegations, in connection with the termination of a financial advisor s IAR registration in error, which error caused the financial advisor to engage in business within the state without the proper registration. The settlement resulted in a payment of $53,000 to the State of New Jersey.

On November 3, 2004, a jury in Houston, Texas convicted four former Merrill Lynch employees of criminal misconduct in connection with a Nigerian barge transaction that the government alleged helped Enron inflate its 1999 earnings by $12 million. The jury also found that the transaction led to investor losses of $13.7 million. Those convictions were vacated by a federal appellate court on August 1, 2006, except for one conviction against one employee based on perjury and obstruction of justice. In 2003, Merrill Lynch agreed, without admitting or denying the charges, to pay $80 million to settle SEC charges that it aided and abetted Enron s fraud by engaging in two improper year-end transactions in 1999, including the Nigerian barge transaction. The $80 million paid in connection with the settlement with the SEC will be made available to settle investor claims. In September 2003, the United States Department of Justice agreed not to prosecute Merrill Lynch for crimes that may have been committed by its former employees related to certain transactions with Enron, subject to certain understandings, including Merrill Lynch s continued cooperation with the Department, its acceptance of responsibility for conduct of its former employees, and its agreement to adopt and implement new policies and procedures related to the integrity of client and counter-party financial statements, complex structured finance transactions and year-end transactions.

On April 22, 2005, Merrill Lynch was fined $7,000 for failing to provide in a timely manner information requested by the State of Wisconsin Department of Financial Institutions, Division of Securities, in connection with an agent s insurance license application and for failing to update the agent s record to reflect his current address.

On June 17, 2004, Merrill Lynch was fined $10,000 by the State of Florida because, as a result of an administrative error, two offices were operating without being properly licensed.

On January 30, 2004, Merrill Lynch entered into a settlement with the Commonwealth of Virginia, without admitting or denying the allegations, in connection with an investigation into certain improprieties by former financial advisors in the accounts of two customers. The settlement resulted in aggregate payments of $342,267.93 in restitution to these customers.

On April 28, 2003, the SEC, the NYSE, the National Association of Securities Dealers, and state securities regulators announced settlements with regard to ten securities firms, including Merrill Lynch. On October 31, 2003, the United States District Court for the Southern District of New York entered final judgments in connection with the April 28, 2003, research settlements. This settlement followed a settlement with all 50 states, Washington, D.C., Puerto Rico and the National Association of State Securities Administrators pursuant to which Merrill Lynch made payments totaling $100 million. The final settlements pertaining to Merrill Lynch, which involved both monetary and non-monetary relief set forth in the regulators announcements, brought to a conclusion the regulatory actions against Merrill Lynch related to alleged conflicts of interest affecting research analysts. Merrill Lynch entered into these settlements without admitting or denying the allegations and findings by the regulators, and the settlements did not establish wrongdoing or liability for purposes of any other proceedings.

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On July 23, 2002, Merrill Lynch entered into a settlement with the State of Delaware Securities Division, without admitting or denying the allegations, in connection with an investigation into unauthorized trading in a customer s account. The settlement resulted in aggregate payments of $28,290.93 in administrative fines and restitution to the customer.

On July 12, 2002, Merrill Lynch entered into a settlement with the State of New Hampshire Bureau of Securities Regulation, without admitting or denying the allegations, in connection with an investigation into certain improprieties, including Blue Sky violations, by a financial advisor. Under the settlement, Merrill Lynch was required to retain a consultant to review current compliance policy and procedures in its Manchester office; circulate a global compliance alert to all U.S. private client personnel addressing the issues raised in this matter; and offering rescission of the purchases of the specific stocks by those clients of the financial advisor. The settlement resulted in a payment of $575,000 to the State of New Hampshire Bureau of Securities Regulation.

For further information, reference is made to the Form ADV of Merrill Lynch and Merrill Lynch Trust Company, FSB on file with, and publicly available on the website of, the SEC.

Frisco, Inc.

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. Frisco, Inc. was formed for the purpose of personal investing by Dr. Frist and his family. The business address of Frisco, Inc. is 3100 West End Ave, Suite 500, Nashville, TN 37203.

The names and material occupations, positions, offices or employment during the past five years of each executive officer and member of Frisco, Inc. are set forth below:

Thomas F. Frist, Jr*., Director.* Dr. Frist stepped down as HCA s Chairman in January 2002. Dr. Frist served as an executive officer and Chairman of HCA s Board of Directors from January 2001 to January 2002. From July 1997 to January 2001, Dr. Frist served as HCA s Chairman and Chief Executive Officer. Dr. Frist served as Vice Chairman of the Board of Directors from April 1995 to July 1997 and as Chairman from February 1994 to April 1995. He was Chairman, Chief Executive Officer and President of HCA-Hospital Corporation of America from 1988 to February 1994. Dr. Frist is also a general partner at Frisco Partners. Dr. Frist is a United States citizen.

Patricia Champion Frist, Director and President. Patricia Champion Frist is a private investor, and has held such position throughout her adult life. Mrs. Frist is also a general partner at Frisco Partners. Mrs. Frist is a United States citizen.

Patricia Frist Elcan, Director. Patricia Frist Elcan is a private investor, and has held such position throughout her adult life. Mrs. Elcan is also a general partner at Frisco Partners. Mrs. Elcan is a United States citizen.

Thomas F. Frist III, Director. Thomas F. Frist III is a principal of Frist Capital LLC, a private investment vehicle for Thomas F. Frist III and certain related persons, the current business address of which is 3100 West End Ave Suite 500, Nashville, TN 37203, and has held such position since 1998. Mr. Frist is also a general partner at Frisco Partners. Mr. Frist is a United States citizen.

William Robert Frist, Director. William Robert Frist is a principal of Frist Capital LLC, a private investment vehicle for Mr. Thomas F. Frist, Jr. and certain related persons, the current business address of which is 3100 West End Ave Suite 500, Nashville, TN 37203, and has held such position since 1998. Mr. Frist is also a general partner at Frisco Partners. Mr. Frist is a United States citizen.

Tika A. Love, Secretary and Treasurer. Tika A. Love is Secretary and Treasurer of Frisco, Inc., a private investment vehicle for Dr. Frist and certain related persons, the current business address of which is 3100 West End Ave, Suite 500, Nashville, TN 37203, and has held such position since July 2006. Ms. Love is a United States citizen.

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During the last five years, no person or entity described above has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

Frisco Partners

Frisco Partners is a Tennessee general partnership. Frisco Partners is wholly owned by Dr. Frist and members of his immediate family. Frisco Partners was formed for the purpose of personal investing by Dr. Frist and his family. The business address Frisco Partners is 3100 West End Ave, Suite 500, Nashville, TN 37203.

The names and material occupations, positions, offices or employment during the past five years of each general partner of Frisco Partners are set forth below:

Thomas F. Frist, Jr.*, General Partner.* Dr. Frist, stepped down as HCA s Chairman in January 2002. Dr. Frist served as an executive officer and Chairman of HCA s Board of Directors from January 2001 to January 2002. From July 1997 to January 2001, Dr. Frist served as HCA s Chairman and Chief Executive Officer. Dr. Frist served as Vice Chairman of the Board of Directors from April 1995 to July 1997 and as Chairman from February 1994 to April 1995. He was Chairman, Chief Executive Officer and President of HCA-Hospital Corporation of America from 1988 to February 1994. Dr. Frist is also a director of Frisco, Inc. Dr. Frist is a United States citizen.

Patricia Frist Elcan, General Partner. Patricia Frist Elcan is a private investor, and has held such position throughout her adult life. Mrs. Elcan is also a director of Frisco, Inc. Mrs. Elcan is a United States citizen.

Thomas F. Frist III, General Partner. Thomas F. Frist III is a principal of Frist Capital LLC, a private investment vehicle for Thomas F. Frist III, Jr. and certain related persons, the current business address of which is 3100 West End Ave Suite 500, Nashville, TN 37203, and has held such position since 1998. Mr. Frist is also a director of Frisco, Inc. Mr. Frist is a United States citizen.

William Robert Frist, General Partner. William Robert Frist is a principal of Frist Capital LLC, a private investment vehicle for Thomas F. Frist III, Jr. and certain related persons, the current business address of which is 3100 West End Ave Suite 500, Nashville, TN 37203, and has held such position since 1998. Mr. Frist is also a director of Frisco, Inc. Mr. Frist is a United States citizen.

During the last five years, no person or entity described above has been (i) convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors) or (ii) a party to any judicial or administrative proceeding (except for matters that were dismissed without sanction or settlement) that resulted in a judgment, decree or final order enjoining the person from future violations of, or prohibiting activities subject to, federal or state securities laws, or a finding of any violation of federal or state securities laws.

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c/o National City Bank
Shareholder Services Operations
Locator 5352
P. O. Box 94509
Cleveland, OH 44101-4509

Vote by Telephone

Have your proxy card available when you call the **Toll-Free number 1-888-693-8683** using a touch-tone telephone and follow the simple instructions to record your vote.

Vote by Internet

Have your proxy card available when you access the website **http://www.cesvote.com** and follow the simple instructions to record your vote.

Vote by Mail

Please mark, sign and date your proxy card and return it in the **postage-paid envelope** provided or return it to: National City Bank, P.O. Box 535800, Pittsburgh, PA 15253.

Vote by Telephone	**Vote by Internet**	**Vote by Mail**
Call **Toll-Free** using a Touch-Tone phone: **1-888-693-8683**	Access the **Website** and Cast your vote: **http://www.cesvote.com**	Return your proxy in the **Postage-Paid** envelope provided

Vote 24 hours a day, 7 days a week
Your telephone or Internet vote must be received by 6:00 a.m. local time in Nashville, Tennessee on , 2006, to be counted in the final tabulation.
If you vote by telephone or Internet, please do not send your proxy by mail.
By voting by telephone or Internet, you acknowledge receipt of the Notice of Special Meeting of Shareholders of HCA Inc. and the Company s Proxy Statement dated , 2006.
Proxy must be signed and dated below.
Please fold and detach card at perforation before mailing.

This proxy is solicited on behalf of the Board of Directors of HCA Inc. for the Special Meeting of Shareholders on , 2006.

The undersigned hereby (1) acknowledges receipt of the Notice of Special Meeting of Shareholders of HCA Inc. to be held at the executive offices of HCA located at One Park Plaza, Nashville, Tennessee on , 2006 beginning at

.m., local time in Nashville, Tennessee, and (2) appoints Robert A. Waterman and John M. Franck II, and each of them, attorney, agent and proxy of the undersigned, with full power of substitution to vote all shares of common stock of HCA that the undersigned would be entitled to cast if personally present at the meeting and at any adjournment(s) or postponement(s) thereof.

The Board of Directors recommends a vote FOR the adoption of the Agreement and Plan of Merger, dated July 24, 2006, and entered into by and among HCA Inc., Hercules Holding II, LLC and Hercules Acquisition Corporation.

The undersigned hereby revokes any proxy heretofore given to vote or act with respect to the common stock of HCA and hereby ratifies and confirms all that the proxies, their substitutes, or any of them may lawfully do by virtue hereof. If one or more of the proxies named shall be present in person or by substitute at the meeting or at any adjournment(s) or postponement(s) thereof, the proxies so present and voting, either in person or by substitute, shall exercise all of the powers hereby given. Please date, sign exactly as your name appears on the form and promptly mail this proxy in the enclosed envelope. No postage is required.

Signature

Signature

Date: _____, 2006

Please date this proxy and sign your name exactly as it appears on this form. Where there is more than one owner, each should sign. When signing as an attorney, administrator, executor, guardian, or trustee, please add your title as such. If executed by a corporation, the proxy should be signed by a duly authorized officer. If a partnership, please sign in partnership name by an authorized person.

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YOUR VOTE IS IMPORTANT!

If you do not vote by telephone or Internet, please sign and date this proxy card and return it promptly in the enclosed postage-paid envelope so your shares may be represented at the Meeting.

Please fold and detach card at perforation before mailing.

HCA INC. **PROXY**

THE BOARD OF DIRECTORS RECOMMENDS A VOTE FOR THE ADOPTION OF THE AGREEMENT AND PLAN OF MERGER, DATED JULY 24, 2006, AND ENTERED INTO BY AND AMONG HCA INC., HERCULES HOLDING II, LLC AND HERCULES ACQUISITION CORPORATION.
THIS PROXY WILL BE VOTED AS SPECIFIED BELOW. IF NO SPECIFICATION IS MADE, THIS PROXY WILL BE VOTED FOR PROPOSALS 1 AND 2.

1. ADOPTION OF THE AGREEMENT AND PLAN OF MERGER DATED JULY 24, 2006 BY AND AMONG HERCULES HOLDING II, LLC, HERCULES ACQUISITION CORPORATION, AND HCA INC., AS DESCRIBED IN THE PROXY STATEMENT.

o FOR **o AGAINST** **o ABSTAIN**

2. APPROVAL OF 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.

o FOR **o AGAINST** **o ABSTAIN**

3. IN THE DISCRETION OF THE PROXIES, ON ANY OTHER MATTER THAT MAY PROPERLY COME BEFORE THE MEETING.

Important This Proxy must be signed and dated on the reverse side.

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P. O. Box 94509
Cleveland, OH 44101-4509

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Vote 24 hours a day, 7 days a week
Your telephone or Internet vote must be received by 6:00 a.m. local time in Nashville, Tennessee on , 2006 in order to be counted in the final tabulation.
If you vote by telephone or Internet, please do not send the card below by mail.
By voting by telephone or Internet, you acknowledge receipt of the Notice of Special Meeting of Shareholders of
HCA Inc. and the Company s Proxy Statement dated , 2006.
Sign and date this card where indicated below.
Please fold and detach card at perforation before mailing.

Voting Instructions to the Independent Fiduciary of the
HCA Stock Fund of the HCA 401(k) Plan for the Special Meeting of HCA Inc.

Shareholders on
, 2006

The undersigned, a Participant in the HCA Stock Fund of the HCA 401(k) Plan (the Fund) hereby instructs , as independent fiduciary for the Fund (the Independent Fiduciary), to vote in accordance with the instructions on the reverse hereof all equivalent shares of common stock of HCA Inc. credited, as of , 2006, to the account of the undersigned Participant in the Fund, and to represent the undersigned Participant at the Special Meeting of Shareholders of HCA to be held at the executive offices of HCA located at One Park Plaza, Nashville, Tennessee on , 2006 beginning at .m., local time in Nashville, Tennessee, and any adjournments or postponements thereof.

The Board of Directors recommends a vote FOR the adoption of the Agreement and Plan of Merger, dated July 24, 2006, and entered into by and among HCA Inc., Hercules Holding II, LLC and Hercules Acquisition Corporation.

Signature

Date: _____, 2006

Please date this card and sign your name exactly as it appears to the left.

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YOUR VOTE IS IMPORTANT!

If you do not vote by telephone or Internet, please sign and date this voting instruction card and return it promptly in the enclosed postage-paid envelope so your shares may be represented at the Meeting.

Please fold and detach card at perforation before mailing.

HCA INC. **VOTING INSTRUCTIONS**

The Board of Directors recommends a vote FOR the adoption of the Agreement and Plan of Merger, dated July 24, 2006, and entered into by and among HCA Inc., Hercules Holding II, LLC and Hercules Acquisition Corporation.

Your equivalent shares will be voted as specified below. If no specification is made, the Independent Fiduciary will vote FOR Proposals 1 and 2.

1. ADOPTION OF THE AGREEMENT AND PLAN OF MERGER DATED JULY 24, 2006 BY AND AMONG HERCULES HOLDING II, LLC, HERCULES ACQUISITION CORPORATION, AND HCA INC., AS DESCRIBED IN THE PROXY STATEMENT.

o FOR **o AGAINST** **o ABSTAIN**

2. APPROVAL OF 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.

o FOR **o AGAINST** **o ABSTAIN**

3. IN THE DISCRETION OF THE PROXIES, ON ANY OTHER MATTER THAT MAY PROPERLY COME BEFORE THE MEETING.

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Vote 24 hours a day, 7 days a week
Your telephone or Internet vote must be received by 6:00 a.m. local time in Nashville, Tennessee on , 2006 in order to be counted in the final tabulation.
If you vote by telephone or Internet, please do not send the card below by mail.
By voting by telephone or Internet, you acknowledge receipt of the Notice of Special Meeting of Shareholders of HCA Inc. and the Company s Proxy Statement dated , 2006.
Sign and date this card where indicated below.
Please fold and detach card at perforation before mailing.

Voting Instructions to the Record Keeper of the HCA Employee Stock Purchase Plan and the Triad Hospitals, Inc. Employee Stock Purchase Plan

for the Special Meeting of HCA Inc. Shareholders on , 2006

The undersigned, a Participant in either the HCA Employee Stock Purchase Plan or the Triad Hospitals, Inc. Employee Stock Purchase Plan (individually, a Plan and together, the Plans) hereby instructs Computershare Trust Company, as record keeper for each of the Plans (the Record Keeper), to vote in accordance with the instructions on the reverse hereof all shares of common stock of HCA Inc. credited, as of , 2006, to the account of the undersigned Participant under either Plan, and to represent the undersigned Participant at the Special Meeting of Shareholders of HCA to be held at the executive offices of HCA located at One Park Plaza, Nashville, Tennessee on , 2006 beginning at .m., local time in Nashville, Tennessee, and any adjournments or postponements thereof.

The Board of Directors recommends a vote FOR the adoption of the Agreement and Plan of Merger, dated July 24, 2006, and entered into by and among HCA Inc., Hercules Holding II, LLC and Hercules Acquisition Corporation.

Signature

Date: _____, 2006

Please date this card and sign your name exactly as it appears to the left.

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YOUR VOTE IS IMPORTANT!

If you do not vote by telephone or Internet, please sign and date this voting instruction card and return it promptly in the enclosed postage-paid envelope so your shares may be represented at the Meeting.

Please fold and detach card at perforation before mailing.

HCA INC. **VOTING INSTRUCTIONS**

The Board of Directors recommends a vote FOR the adoption of the Agreement and Plan of Merger, dated July 24, 2006, and entered into by and among HCA Inc., Hercules Holding II, LLC and Hercules Acquisition Corporation.

Your shares will be voted as specified below. If no specification is made, the Record Keeper will vote FOR Proposals 1 and 2.

1. ADOPTION OF THE AGREEMENT AND PLAN OF MERGER DATED JULY 24, 2006 BY AND AMONG HERCULES HOLDING II, LLC, HERCULES ACQUISITION CORPORATION, AND HCA INC., AS DESCRIBED IN THE PROXY STATEMENT.

o FOR **o AGAINST** **o ABSTAIN**

2. APPROVAL OF 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.

o FOR **o AGAINST** **o ABSTAIN**

3. IN THE DISCRETION OF THE PROXIES, ON ANY OTHER MATTER THAT MAY PROPERLY COME BEFORE THE MEETING.

Important This voting instruction card must be signed and dated on the reverse side.