

**Must be
Postmarked No
Later Than
November 26, 2007**

In re HCA Inc. Securities Litigation Settlement
c/o The Garden City Group, Inc.
P.O. Box 9176
Dublin, OH 43017-4176
Toll-Free: (800) 915-2989
Website: www.HCASettlement.com

HSL



Claim Number:

Control Number:

PROOF OF CLAIM AND RELEASE

Please Type or Print

IN ORDER TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, BY FIRST-CLASS MAIL, POSTAGE PREPAID, POSTMARKED ON OR BEFORE NOVEMBER 26, 2007, ADDRESSED TO THE CLAIMS ADMINISTRATOR (ADDRESS ABOVE).

REMINDER CHECKLIST

1. Please sign the Proof of Claim and Release on page 6.
2. If this Claim is being made on behalf of Joint Claimants, then both must sign.
3. Please remember to attach supporting documents. These must include documentation of:
 - a) all opening and closing balances, as set forth in the specific sections of the Claim Form; and
 - b) all purchases and sales of HCA common stock during the Class Period from January 12, 2005 through and including July 12, 2005, as set forth in the specific sections of the Claim Form.

4. If you move, please send your new address to:

In re HCA Inc. Securities Litigation
c/o The Garden City Group, Inc.
P.O. Box 9176
Dublin, OH 43017-4176

5. **DO NOT SEND ORIGINALS OF ANY SUPPORTING DOCUMENTS.**
6. Keep a copy of your Proof of Claim and Release and all documentation submitted for your records.
7. You will not receive confirmation that your Proof of Claim and Release has been received **unless** you send it via Certified Mail, Return Receipt Requested, or by some other means which provides you with proof of receipt.

IMPORTANT: Before Completing This Proof of Claim and Release, Please Carefully Read the Enclosed Instruction Sheet.



SECTION A - CLAIMANT INFORMATION

Claimant Name(s) (as you would like the name(s) to appear on the check, if eligible for payment):

Last 4 digits of Claimant Social Security Number/Employer ID Number:

Name of the Person you would like the Claims Administrator to Contact Regarding This Claim (if different from the Claimant Name(s) listed above):

Claimant or Representative Contact Information:

The Claims Administrator will use this information for all communications relevant to this Claim (including the check, if eligible for payment). If this information changes, you **MUST** notify the Claims Administrator in writing at the address above.

Street Address:

City:

State / Province and Zip Code:

Country (Other than U.S.):

Daytime Telephone Number:

 () -

Evening Telephone Number:

 () -

Email Address:

(Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

For Informational Purposes Only. You Must Also Respond to the Following Questions:

Claimant was / was not (circle one) a Defendant in the Action; an officer or director of HCA, or a member of the immediate family, a legal representative, an heir, a successor or an assign of an officer or director of HCA at any time from January 12, 2005 through and including July 12, 2005; or an entity in which any of the Defendants have or had a controlling interest (which does not include any HCA employee retirement benefit plan established under the Employment Retirement Income Security Act). If so, state position(s) held, and dates of employment or affiliation: _____

IF YOU FAIL TO SUBMIT A COMPLETE CLAIM BY NOVEMBER 26, 2007 YOUR CLAIM IS SUBJECT TO REJECTION OR YOUR PAYMENT MAY BE DELAYED.

QUESTIONS? CALL TOLL-FREE (800) 915-2989 OR VISIT www.HCASettlement.com



**SECTION B - HCA COMMON STOCK
PURCHASES**

YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW

1. **OPENING POSITION:** At the close of trading on **January 11, 2005**, I owned shares of HCA common stock.

2. **PURCHASES:** Below please list (in chronological order) all purchases of HCA common stock made during the period **January 12, 2005** through and including **July 12, 2005**.

<u>DATE(S) OF PURCHASE</u> (List Chronologically) Month/Day/Year	<u>NUMBER OF SHARES</u> (of Common Stock Purchased)	<u>PURCHASE PRICE</u> (Per Share of Common Stock)	<u>TOTAL PURCHASE PRICE</u> (Excluding Commissions, Transfer Taxes or Other Fees)
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> . <input type="text"/>	<input type="text"/> . <input type="text"/>
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> . <input type="text"/>	<input type="text"/> . <input type="text"/>
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> . <input type="text"/>	<input type="text"/> . <input type="text"/>
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> . <input type="text"/>	<input type="text"/> . <input type="text"/>
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> . <input type="text"/>	<input type="text"/> . <input type="text"/>
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> . <input type="text"/>	<input type="text"/> . <input type="text"/>
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> . <input type="text"/>	<input type="text"/> . <input type="text"/>
<input type="text"/> / <input type="text"/> / <input type="text"/>	<input type="text"/>	<input type="text"/> . <input type="text"/>	<input type="text"/> . <input type="text"/>

Please Note: Be sure to provide the required documentation for Opening Position AND all Purchase transactions. If you do not Claim and document Purchase transactions during the Class Period, you will not be eligible to recover under the proposed Plan of Allocation.

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED**



SECTION B - HCA COMMON STOCK (CONT'D)
SALES
YOU MUST SUBMIT DOCUMENTATION SUPPORTING THE INFORMATION BELOW

4. **SALES:** Below please list (in chronological order) all sales of HCA common stock made during the period **January 12, 2005** through and including **July 12, 2005**.

DATE(S) OF SALE (List Chronologically) Month/Day/Year	NUMBER OF SHARES (of Common Stock Sold)	SALE PRICE (Per Share of Common Stock)	TOTAL SALE PRICE (Excluding Commissions, Transfer Taxes or Other Fees)

5. **CLOSING POSITION:** At the close of trading on **July 12, 2005**, I owned shares of HCA common stock.

Please Note: Be sure to provide the required documentation for all Sale transactions AND your Closing Position. If you do not Claim and document a Closing Position in HCA common stock as of the close of trading on July 12, 2005, you will not be eligible to recover under the proposed Plan of Allocation.

IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED



SECTION C - RELEASE OF CLAIMS

DEFINITIONS

For the purpose of the Proof of Claim, defined terms have the following meanings. (Other defined terms have the meanings given them in the Stipulation of Settlement dated July 20, 2007 ("Stipulation")).

"Effective Date" means the latest date all of the events and conditions specified in paragraph 18 of the Stipulation have been met or have occurred.

"Individual Defendants" means, collectively, Jack O. Bovender, Jr., Robert Milton Johnson, Richard M. Bracken, David G. Anderson, Charles R. Evans, James A. Fitzgerald, Jr., Robert Samuel Hankins, Jr., Samuel N. Hazen, Joseph N. Steakley, Beverly B. Wallace, and Noel Brown Williams.

"Judgment" means the Order or Orders entered by the Court, if and upon approval of the Settlement, dismissing the Action with prejudice and without costs (except to the extent awarded by the Court) to any Settling Party, certifying the Class for Settlement purposes, releasing all Released Claims as against the Released Parties, and enjoining Class Members from instituting, continuing or prosecuting any action asserting any Released Claims against any Released Party.

"Released Claims" means collectively any and all claims (including Unknown Claims, as defined below), debts, demands, rights or causes of action, actions, suits, matters, and issues or liabilities of every nature and description whatsoever (including, but not limited to, any claims of negligence, gross negligence, omissions, breaches of duty of care and/or breaches of any other duty, fraud, or violations of any state or federal statutes, regulations, or rules, and any claims for damages, interest, attorneys' fees, expert or consulting fees, and any other costs, expenses or liability whatsoever), whether known or unknown, whether fixed, contingent, accrued, unaccrued, liquidated, unliquidated, or absolute, whether suspected or unsuspected, whether disclosed or undisclosed, whether matured or unmatured, whether or not concealed or hidden, whether based on federal, state, local, statutory or common law or any other law, rule or regulation, at law or in equity, whether class or individual in nature, that (i) have been asserted in the Action against any of the Released Parties; or (ii) could have been or might be asserted in any litigation or forum by Lead Plaintiffs or any of the Class Members, or their successors or assigns, in any capacity against any of the Released Parties that arise out of, relate to, or are based upon the purchase, acquisition or sale of HCA common stock in connection with (a) the subject matter of the Action; or (b) the allegations, transactions, events, facts, acts, disclosures, statements, matters, occurrences, representations, omissions, or failures to act involved, set forth or referred to in the Action; or (iii) arise out of, relate to, or are in connection with the Settlement or resolution of the Action; or (iv) have been or could have been asserted in the Action or any in forum by Defendants or any of them or the successors and assigns of any of them against Lead Plaintiffs, any Class Member or their attorneys, which arise out of or relate in any way to the institution, prosecution, or settlement of the Action. Provided, however, that Released Claims shall not include any claim, right or cause of action or liability specifically alleged by the plaintiff under the Employment Retirement Income Security Act in the action denominated *Thurman v. HCA, Inc. et al.*, 05-CV-1001, and in the derivative action denominated *In re HCA, Inc. Derivative Litigation*, 05-CV-00968.

"Released Parties" means the Defendants and their current and former agents, employees, officers, directors, members, representatives, heirs, attorneys, advisors, subsidiaries, parents, affiliates, predecessors, successors and assigns during the Class Period.

"HCA" or the "Company" means HCA Inc., its predecessors, successors, subsidiaries and assigns.

"Defendants" means HCA and the Individual Defendants.

"Unknown Claims" means collectively all claims, demands, rights, liabilities, and causes of action of every nature and description which any Lead Plaintiff or Class Member does not know or suspect to exist in his, her or its favor at the time of the release of the Released Parties which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Parties, or might have affected his, her or its decision not to object to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs shall expressly waive, and each of the Class Members shall be deemed to have waived, and by operation of the Judgment shall have waived, the provisions, rights and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

Lead Plaintiffs shall expressly and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. Lead Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Lead Plaintiffs shall expressly fully, finally and forever settle and release, and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released, any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Lead Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.



SECTION D - SIGNATURE AND CERTIFICATIONS

THE RELEASE

I (we) understand and acknowledge that without further action by anyone, on and after the Effective Date, each Class Member, **including Class Members who are parties to any other actions, arbitrations, or other proceedings against any of the Defendants that are pending on the Effective Date**, on behalf of themselves, their heirs, executors, administrators, successors, assigns, and any person they represent, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, shall be deemed to have, and by operation of law and of the Judgment shall have fully, finally, and forever released relinquished, settled and discharged all Released Claims against each and every one of the Released Parties, including such Released Claims as already may have been asserted in any pending actions, arbitrations, or other proceedings, and whether or not a Proof of Claim and Release is executed and delivered by, or on behalf of, such Class Member.

SIGNATURE AND CERTIFICATIONS

By signing and submitting this Proof of Claim and Release, the Claimant or the person who represents the Claimant certifies, as follows:

1. that the Claimant is a Class Member, as defined in the Notice;
2. that I (we) have read and understand the contents of the Notice and the Proof of Claim;
3. that I (we) are not acting for any of the Defendants, nor am I (are we) such a Defendant or otherwise excluded from the Class;
4. that I (we) have not filed a Request for Exclusion from the Class and that I (we) do not know of any Request for Exclusion from the Class filed on my (our) behalf with respect to my (our) transactions in HCA common stock;
5. that I (we) own(ed) the HCA common stock identified in the Proof of Claim, or that, in signing and submitting this Proof of Claim, I (we) have the authority to act on behalf of the owner(s) thereof;
6. that Claimant may be entitled to receive a distribution from the Net Settlement Fund;
7. that Claimant desires to participate in the Settlement described in the Notice and agrees to the terms and conditions thereof;
8. that I (we) submit to the jurisdiction of the United States District Court for the Middle District of Tennessee (Nashville Division) for purposes of investigation and discovery under the Federal Rules of Civil Procedure with respect to this Proof of Claim;
9. that I (we) agree to furnish such additional information with respect to this Proof of Claim as the parties or the Court may require;
10. that I (we) waive trial by jury, to the extent it exists, and agree to the Court's summary disposition of the determination of the validity or amount of the claim made by this Proof of Claim; and
11. that I (We) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

I declare, under penalty of perjury under the laws of the United States of America, that all the statements made and answers given in this Proof of Claim and Release are true and correct and that the documents submitted herewith are true and genuine.

Date: _____

Signature of Claimant

(Print your name here)

Signature of Joint Claimant, if any

(Print your name here)

Signature of person signing on behalf of Claimant

(Print your name here)

Capacity of person signing on behalf of Claimant
(if other than an individual, e.g., Executor,
President, Custodian, etc.)

IMPORTANT: PLEASE READ THE ACCOMPANYING NOTICE AND THESE INSTRUCTIONS CAREFULLY.

GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of: (1) Pendency of Class Action, and (2) Hearing on Proposed Settlement and Attorneys' Fee Petition and Right to Share in Settlement Fund (the "Notice") and Plan of Allocation of Net Settlement Fund (the "Plan of Allocation") that accompany the Proof of Claim and Release. The Notice and Plan of Allocation describe the proposed Settlement, how the Class Members are affected by it, and the manner in which the Settlement Fund will be distributed, if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in the Proof of Claim and Release. By signing and submitting the Proof of Claim and Release, you will be certifying that you have read and that you understand the Notice.
2. IN ORDER TO PARTICIPATE IN THE SETTLEMENT, YOU MUST MAIL YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, BY FIRST-CLASS MAIL, POSTAGE PREPAID, POSTMARKED ON OR BEFORE NOVEMBER 26, 2007, ADDRESSED TO:

In re HCA Inc. Securities Litigation
c/o The Garden City Group, Inc.
P.O. Box 9176
Dublin, OH 43017-4176

3. The Proof of Claim and Release is directed to all Persons who purchased or otherwise acquired HCA common stock from January 12, 2005 through July 12, 2005. Excluded from the Class are Defendants, the officers and directors of the Company, members of their immediate families and their legal representatives, heirs, successors or assigns and any entity in which Defendants have or had a controlling interest (which does not include any HCA employee retirement benefit plan established under the Employment Retirement Income Security Act). Also excluded from the Class are any Persons who exclude themselves by filing a request for exclusion in accordance with the requirements set forth in the Notice.
4. "Class Member" means any person who is included in the definition of the Class, who did not timely submit proper request for exclusion in accordance with the requirements set forth in the Notice.
5. "Authorized Claimant" means a Class Member who timely submits to the Claims Administrator a valid Proof of Claim and Release that has been allowed pursuant to the terms of the Stipulation.
6. IF YOU ARE NOT A CLASS MEMBER, OR IF YOU, OR SOMEONE ACTING ON YOUR BEHALF, FILES A REQUEST FOR EXCLUSION FROM THE CLASS, DO NOT SUBMIT A PROOF OF CLAIM AND RELEASE. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A CLASS MEMBER. THUS, IF YOU FILE A REQUEST FOR EXCLUSION IN A TIMELY MANNER, ANY PROOF OF CLAIM AND RELEASE THAT YOU SUBMIT, OR WHICH MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.
7. To recover as a Class Member, you must complete and sign the Proof of Claim and Release and mail it to the Claims Administrator on or before November 26, 2007. If you fail to file a timely, properly addressed, and completed Proof of Claim and Release, your claim may be rejected and you may be precluded from receiving any distribution from the Settlement Fund.
8. Submission of the Proof of Claim and Release does not ensure that you will share in the proceeds of the Settlement Fund. Distributions from the Settlement Fund are governed by the Plan of Allocation approved by the Court. The proposed Plan of Allocation, which is subject to the Court's approval, is included in the Notice.
9. If you have questions concerning the Proof of Claim and Release, or need additional copies of the Proof of Claim and Release or Notice, you may contact the Claims Administrator, The Garden City Group, Inc., at the above address or by toll-free phone at (800) 915-2989 or you can e-mail your inquiries through or download the documents from the Claims Administrator's internet web site, www.HCASettlement.com.

QUESTIONS? CALL TOLL-FREE (800) 915-2989 OR VISIT www.HCASettlement.com

10. If you are a Class Member and you do not, or someone acting on your behalf does not, submit a timely Request for Exclusion, and if the Court approves the Settlement, you will be bound by the terms of any judgment that the Court enters. You will be bound by the judgment whether or not you submit a Proof of Claim and Release. The judgment enjoins the filing or continued prosecution of Released Claims. It also releases the Released Claims against the Released Parties, including those that are subject to pending lawsuits or arbitrations.
11. **NOTE REGARDING SUPPORTING DOCUMENTATION.** You are required to submit genuine and sufficient documentation for all your transactions in HCA common stock during the Class Period of January 12, 2005 through and including July 12, 2005. All eligible transactions must be appropriately documented. Acceptable documentation generally includes periodic brokerage statements or trade confirmation slips. Documentation must include the claimant's name and address and identify the security, trade date, price paid per share and total amount of transaction. Do NOT provide originals or copies of stock certificates, as they are not acceptable documentation of the trade date or price. Please send legible photocopies of your periodic brokerage statements or trade confirmation slips. You should keep a copy of the Proof of Claim and all supporting documentation you submit. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL STOCK CERTIFICATES.**
12. All joint purchasers must each sign the Proof of Claim and Release.
13. Agents, executors, administrators, guardians, and trustees must complete and sign the Proof of Claim and Release on behalf of persons represented by them and they must:
 - a. expressly state the capacity in which they are acting;
 - b. identify the name, account number, Social Security Number (or taxpayer identification number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the HCA common stock; and
 - c. furnish herewith evidence of their authority to bind the person or entity on whose behalf they are acting to the Proof of Claim and Release. (Authority to complete and sign a Proof of Claim and Release cannot be established by stockbrokers only demonstrating that they have discretionary authority to trade stock in another's accounts.)
14. By submitting a signed Proof of Claim and Release, you will be swearing that you:
 - a. own(ed) the HCA common stock you have listed in the Proof of Claim and Release; or
 - b. are expressly authorized to act on behalf of the owner thereof.
15. By submitting a signed Proof of Claim and Release, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.
16. **NOTE TO INSTITUTIONAL FILERS.** Claims with 100 or more transactions, or on behalf of 20 or more different accounts should be submitted electronically and in the required format. To obtain the electronic filing requirements and file layout, you may visit the website at www.HCASettlement.com or you may e-mail the Claims Administrator at eClaim@gardencitygroup.com. Proof of authority to submit a Proof of Claim on behalf of any managed accounts should be submitted with any Proofs of Claim for such accounts.

**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME.
THANK YOU FOR YOUR PATIENCE.**
