

PRIVILEGED AND CONFIDENTIAL

**JOINT DEFENSE AGREEMENT
SAN LEANDRO HOSPITAL, LP/TRIAD HOSPITALS, INC./
SUTTER HEALTH/EDEN MEDICAL CENTER/
EDEN TOWNSHIP HEALTHCARE DISTRICT**

Eden Medical Center, a California nonprofit public benefit corporation, Sutter Health, a California nonprofit public benefit corporation, Eden Township Healthcare District, San Leandro Hospital, LP, a Delaware corporation and Triad Hospitals, Inc., a Delaware corporation ("the parties") are engaged in discussions in connection with a possible acquisition of San Leandro Hospital by the Eden Township Healthcare District and a subsequent lease of the facility to Eden Medical Center. The parties and their respective legal counsel recognize the proposed acquisition and lease may lead to the initiation of an investigation and subsequent litigation by the Federal Trade Commission, the United States Department of Justice, the California State Attorney General, and/or a private party under federal or state antitrust laws. The purpose of this Joint Defense Agreement (the "Agreement") is to establish terms and conditions for the formation of a joint defense to respond to any investigation and, if necessary, to defend against any antitrust challenge to the proposed affiliation.

By signing this Agreement, we, as legal counsel for our respective clients, confirm that we have established a joint defense. This Agreement memorializes the terms and conditions of the preexisting joint defense. We wish to continue to pursue our individual, but common, interests; to cooperate in the defense of our clients; and to avoid the waiver of any privilege with respect to any communications by and between the parties (including their counsel). Accordingly:

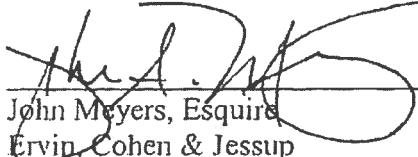
1. Any communications by and among counsel and the parties with respect to the antitrust issues of the proposed affiliation shall be considered confidential and subject to the joint defense privilege and any other applicable privileges.
2. Any documents and/or information exchanged among counsel and the parties in connection with the joint defense agreement also will be considered confidential by the recipient and subject to the joint defense privilege and any other applicable privileges. Certain documents and information may be exchanged among counsel on a counsel-only basis and not divulged to the parties.
3. The privileges and confidentiality obligations set forth herein shall survive any party's or its counsel's withdrawal from the joint defense.
4. Nothing contained herein obligates any party or its counsel to divulge, communicate, or exchange any confidential documents and/or information.
5. Our respective clients will not seek, by virtue of this Agreement or any information exchanged pursuant to this Agreement, the disqualification of either of the other law

firms as counsel for the client that it represents in this matter in the event of a future adversity of interests between our respective clients.

6. This document may be signed in separate counterparts. All signed copies shall be circulated to all signatories to this Agreement.

As the need arises, the parties and their respective counsel may decide to enter into more detailed supplemental agreements, as appropriate, regarding protection of documents, the return of documents, or any other pertinent matter.

Each party has authorized its counsel to execute this Agreement on its behalf, and acknowledges and agrees to the terms and conditions set forth herein, as evidenced by the signature of its counsel below.



John Meyers, Esquire
Ervin, Cohen & Jessup
Counsel for San Leandro Hospital, LP
and Triad Hospitals, Inc.

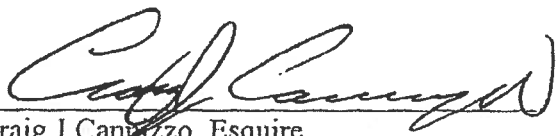
Date: 12/10/03

Toby G. Singer, Esquire
Jones Day
Counsel for Eden Medical Center
and Sutter Health

Date: _____

Gary F. Loveridge, Esquire
Senior Vice President and General Counsel
Sutter Health
Counsel for Eden Medical Center
and Sutter Health

Date: _____



Craig J. Cannizzo, Esquire
Hooper, Lundy & Bookman, Inc.
Counsel for Eden Township Healthcare
District

Date: Dec. 10, 2003