

EXHIBIT 9.5
REQUIRED GOVERNMENT CONSENTS

1. Judgment by the Superior Court of California, County of Alameda that contracts and obligations under the MOU are valid, legal, enforceable and binding obligations according to their terms pursuant to Eden Township Hospital District v. All Persons Interested in the Matter, Case No. H197243-0; Judgment issued September 29, 1997.
2. Consent by CalMortgage (Office of Statewide Health Planning and Development) to assignment by District to NewCo of Lease between District and Eden Hospital Health Services Corporation for operation of Baywood Court Skilled Nursing Facility, dated July 1, 1988.
3. Consent by the State of California to assignment by District to NewCo of District's Medi-Cal contract, provider number HSC00488F dated November 17, 1995; consent shall not have been obtained as of Closing but shall be forthcoming upon approval by the state, of NewCo's Change of Ownership forms.
4. Notification and Assignment of Radioactive Materials License submitted to the Department of Health Services (Radiologic Health).

EXHIBIT 9.11
COMPLIANCE WITH LAWS

District received a notice from the Office of Inspector General, Department of Justice, dated March 31, 1997, regarding alleged Medicare billing issues (*United States v. Eden Hospital, Medical Provider No. 050488*); the matter was settled pursuant to a Settlement Agreement between Eden Hospital and the United States of America, dated May 9, 1997.

See also Exhibit 9.15e, No Condemnation.

See also Exhibit 9.19a, Medicare and Medi-Cal Deficiencies.

EXHIBIT 9.15g
REPAIRS TO HOSPITAL FACILITIES

1. Boiler replacement, as per the Capital Improvement Plan attached as Exhibit 5.14.
2. Seismic bracing project, as per the Capital Improvement Plan attached as Exhibit 5.14.
3. Nurse call system replacement project, as per the Capital Improvement Plan attached as Exhibit 5.14.
4. The Laurel Grove Hospital tank is monitored by a "stick" method and is regularly leak tested. This tank will be replaced soon.

EXHIBIT 18.1 - OFFICER CERTIFICATES

CERTIFICATE OF EDEN MEDICAL CENTER

Re: First Amended Memorandum of Understanding made and entered into as of June 11, 1997, by and between Eden Township Hospital District, a California local health care district (the "District"), Sutter Health, a California nonprofit public benefit corporation, and Eden Medical Center, a California nonprofit public benefit corporation ("NewCo") (the "MOU")

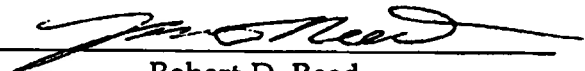
I, Robert D. Reed, hereby certify and state that:

1. I am a duly appointed and acting Chief Financial Officer and Authorized Representative of NewCo. I am duly authorized and empowered to execute this Certificate by and on behalf of NewCo.
2. This Certificate is given pursuant to Section 18.2 of the MOU. Terms not otherwise defined in this Certificate are as defined in the MOU.
3. NewCo has fulfilled each of the Conditions Precedent set forth in Sections 15.1.1 and 15.1.3 of the MOU which are for the benefit of the District, or the District has waived in writing the conditions set forth therein pursuant to Section 15.2 of the MOU.
4. The Conditions Precedent set forth in Section 15.1 of the MOU to be met or satisfied for the benefit of NewCo have been met and satisfied in all material respects or have been waived by NewCo.

Dated: January 15, 1998.

EDEN MEDICAL CENTER, a California
nonprofit public benefit corporation

By



Robert D. Reed
Chief Financial Officer

EXHIBIT 18.2 - OFFICER CERTIFICATES

CERTIFICATE OF SUTTER HEALTH

Re: First Amended Memorandum of Understanding made and entered into as of June 11, 1997, by and between Eden Township Hospital District, a California local health care district (the "District"), Sutter Health, a California nonprofit public benefit corporation ("Sutter"), and Eden Medical Center, a California nonprofit public benefit corporation (the "MOU")

I, Gary F. Loveridge, hereby certify and state that:

1. I am an Authorized Representative of Sutter. I am duly authorized and empowered to execute this Certificate by and on behalf of Sutter.
2. This Certificate is given pursuant to Section 18.2 of the MOU. Terms not otherwise defined in this Certificate are as defined in the MOU.
3. Sutter has fulfilled each of the Conditions Precedent set forth in Sections 15.1.1 and 15.1.3 of the MOU which are for the benefit of the District, or the District has waived in writing the conditions set forth therein pursuant to Section 15.2 of the MOU.
4. The Conditions Precedent set forth in Section 15.1 of the MOU to be met or satisfied for the benefit of Sutter have been met and satisfied in all material respects or have been waived by Sutter.

Dated: January 15, 1998.

SUTTER HEALTH, a California nonprofit
public benefit corporation

By _____

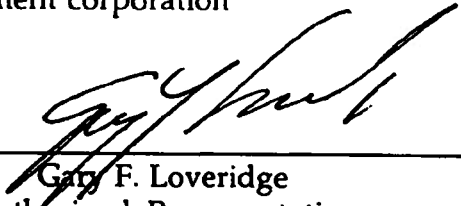

Gary F. Loveridge
Authorized Representative

EXHIBIT 18.3 - OFFICER CERTIFICATES

CERTIFICATE OF EDEN TOWNSHIP HOSPITAL DISTRICT

Re: First Amended Memorandum of Understanding made and entered into as of June 11, 1997, by and between Eden Township Hospital District, a California local health care district (the "District"), Sutter Health, a California nonprofit public benefit corporation ("Sutter"), and Eden Medical Center, a California nonprofit public benefit corporation ("NewCo") (the "MOU")

I, Edward Schreck, hereby certify and state that:

1. I am a duly appointed and acting President and Chief Executive Officer and Authorized Representative of the District. I am duly authorized and empowered to execute this Certificate by and on behalf of the District.

2. This Certificate is given pursuant to Sections 18.1 and 18.3 of the MOU. Terms not otherwise defined in this Certificate are as defined in the MOU.

3. The District has fulfilled each of the Conditions Precedent set forth in Sections 15.1.1 and 15.1.2 of the MOU which are for the benefit of NewCo and Sutter, or NewCo and Sutter waived in writing the conditions set forth therein pursuant to Section 15.2 of the MOU.

4. The Conditions Precedent set forth in Section 15.1 of the MOU to be met or satisfied for the benefit of the District have been met and satisfied in all material respects or have been waived by the District.

Dated: January 15, 1998

EDEN TOWNSHIP HOSPITAL DISTRICT,
a California local health care district

By: Edward Schreck

Edward Schreck
President and Chief
Executive Officer

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO

EXHIBIT 18.4 - GRANT DEED

Name _____
Street Address _____
City & State _____

MAIL TAX STATEMENTS TO

Name **Eden Medical Center**
Street Address _____
City & State _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: See Exhibit "A"

Grant Deed

MH&A-E-0030 (Rev'd. 7/94)

The undersigned Grantor(s) declare(s):

Documentary transfer tax is \$ shown on separate statement per Rev & T.C. Section 11932

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area City of _____ and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, EDEN TOWNSHIP HOSPITAL DISTRICT, a California local health care district (also described as a local hospital district) which acquired title to Parcel ____ of the property as EDEN TOWNSHIP HOSPITAL DISTRICT OF ALAMEDA COUNTY, a Local Hospital District, and to Parcel ____ of the property as EDEN TOWNSHIP HOSPITAL DISTRICT OF ALAMEDA COUNTY, State of California, a local hospital district

by GRANT(S) to

Eden Medical Center, a California nonprofit benefit corporation

the following described real property in the County of Alameda State of California:

FOR LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

Dated _____ STATE OF _____ COUNTY OF _____

EDEN TOWNSHIP HOSPITAL DISTRICT, a California local health care district

On _____ before me, the undersigned, a Notary Public in and for said State, personally appeared _____

By: _____

Print Name: _____

Title: _____

personally known to me (or proved to me on the basis of satisfactory _____) to be the person(s) whose name(s) _____ subscribed to this instrument and acknowledged that _____ executed the same in _____ authorized capacity(ies), and that by _____ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____

0545

(This area for official notarial seal)

Exhibit A to Grant Deed

(Legal descriptions of all property covered by the Title Reports listed in Exhibit 1.1.1 to the First Amended Memorandum of Understanding dated June 11 1997, by and between Eden Township Hospital District, a California local health care district, Sutter Health, a California nonprofit public benefit corporation and Eden Medical Center, a California nonprofit public benefit corporation)

To be attached by Placer Title Company prior to recording

0545A

EXHIBIT 18.5

BILL OF SALE AND ASSIGNMENT

Eden Township Hospital District to Eden Medical Center

Assignor

Assignee

Pursuant to and in accordance with the provisions and conditions of that certain Memorandum of Understanding, dated as of June 11, 1997 (the "MOU"), heretofore made and entered into by and among Eden Township Hospital District, a local health care district, Sutter Health, a California nonprofit public benefit corporation, and Eden Medical Center, a California nonprofit public benefit corporation, Assignor does hereby convey, transfer and assign to Assignee, free and clear of all existing security interests, liabilities, liens and other encumbrances (except as set forth on Exhibits 9.15a and 9.16a of the MOU), and Assignee does hereby acquire from Assignor all of Assignor's right, title and interest, both legal and equitable, in the assets of Assignor described in Section 1.1 of the MOU ("Assets"), and Assignee does hereby assume all of Assignor's liabilities set forth in Section 2.1 of the MOU.

TO HAVE AND TO HOLD THE SAME, with the appurtenances thereof, unto Assignee, its successors and assigns, forever, to its own proper use and behalf.

Assignee agrees to perform all obligations to be performed by Assignor under the contracts according to their respective terms and conditions.

If an assignment or attempted assignment of any contract without the consent or approval of a third party would constitute a breach thereof or otherwise be prohibited thereby, and if such consent is not obtained, Assignor will cooperate with Assignee, at Assignor's expense, in any arrangement designed to provide for Assignee the benefits under any such contract, including enforcement for the benefit of Assignee of any and all rights of Assignor against a third party thereto arising out of a breach or cancellation by such third party or otherwise.

The Bill of Sale and Assignment shall not be modified or amended except by an instrument in writing signed by both parties.

Each of the terms, conditions, provisions, covenants, warranties and representations contained in the MOU are made a part hereof and are incorporated herein by this reference.

Assignor hereby designates and appoints Assignee and its designees or agents as attorney-in-fact, with authority to execute proofs of claim and loss with respect to the Assets; to execute all endorsements, assignments or other instruments of conveyance or transfer that relate to the Assets; and to execute releases with respect to the Assets.

IN WITNESS WHEREOF, each of the undersigned has caused this instrument to be executed by a duly authorized officer as of _____, 199_.

ASSIGNOR:

ASSIGNEE:

EDEN TOWNSHIP HOSPITAL
DISTRICT, a local health care district

EDEN MEDICAL CENTER, a
California nonprofit public benefit
corporation

By: _____

By: _____

Its: _____

Its: _____