TRIAD HOSPITALS INC
Form PREM14A
March 30, 2007
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UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a)

of the Securities Exchange Act of 1934

Filed by the Registrant x

Filed by a Party other than the Registrant ¨

Check the appropriate box:

x Preliminary Proxy Statement
¨ Definitive Proxy Statement
¨ Definitive Additional Materials
¨ Soliciting Material Pursuant to §240.14a-12

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

TRIAD HOSPITALS, INC.

(Name of Registrant as Specified in its Charter)

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

Payment of Filing Fee (Check the appropriate box):

¨ No fee required.

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

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

Common Stock of Triad Hospitals, Inc., par value $0.01 per share (Common Stock)

(2) Aggregate number of securities to which transaction applies:
87,702,379 shares of common stock
1,415,031 restricted shares of common stock
6,765,062 options to purchase shares of common stock
24,883 deferred stock units relating to shares of common stock

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

The filing fee was determined based upon the sum of (A) the product of the sum of (i) 87,702,379 shares of common stock and (ii) 1,415,031 restricted shares of common stock multiplied by the merger consideration of $54.00 per share, plus (B) options to purchase 6,765,062 shares of Common Stock multiplied by $20.21 (which is the difference between $54.00 and the weighted average exercise price of $33.79 per share), plus (C) $1,343,682 expected to be paid out upon cancellation of deferred stock units. In accordance with Section 14(g) of the Securities Exchange Act of 1934, as amended, the filing fee was determined by multiplying 0.0000307 by the sum of the amounts calculated pursuant to clauses (A), (B) and (C) of the preceding sentence.

(4) Proposed maximum aggregate value of transaction: $4,950,405,725.02

(5) Total fee paid: $151,977.46

¨ Fee Paid Previously with preliminary materials.

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

(1) Amount Previously Paid: $140,928.59

(2) Form, Schedule or Registration Statement No.: Schedule 14A, File No. 001-14695

(3) Filing Party: Triad Hospitals, Inc.

(4) Date Filed: March 16, 2007

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Triad Hospitals, Inc.

5800 Tennyson Parkway

Plano, Texas 75024

Special Meeting of Stockholders

[•], 2007

Dear Fellow Stockholder:

On March 19, 2007, Triad Hospitals, Inc., a Delaware corporation (Triad or the Company), entered into an Agreement and Plan of Merger (the merger agreement) with Community Health Systems, Inc., a Delaware corporation, (CHS) and FWCT-1 Acquisition Corporation, a Delaware corporation and a wholly owned subsidiary of CHS (Merger Sub). Under the terms of the merger agreement, Merger Sub will be merged with and into the Company, with the Company continuing as the surviving corporation (the merger). If the merger is completed, Triad will become a wholly owned subsidiary of CHS and you will be entitled to receive $54.00 in cash for each share of Triad common stock that you own at the time of the merger.

A special meeting of our stockholders will be held on **[•]**, 2007, at **[ ] [•]**.m., local time, to vote on a proposal to adopt the merger agreement. The special meeting will be held at Triad s executive offices located at 5800 Tennyson Parkway, Plano, Texas 75024. Notice of the special meeting and the related proxy statement are enclosed.

The accompanying proxy statement gives you detailed information about the special meeting, the background of and reasons for the merger, as well as the terms of the merger agreement, and includes the merger agreement as Annex A. We encourage you to read the proxy statement and the merger agreement carefully.

Our board of directors has unanimously determined (with James D. Shelton, Michael J. Parsons and Nancy-Ann DeParle not taking part in the vote) that the merger is advisable and that the terms of the merger are fair to and in the best interests of Triad and its stockholders, and approved the merger agreement and the transactions contemplated thereby, including the merger. The board s recommendation is based, in part, upon the unanimous recommendation of the special committee of the board of directors consisting of five independent and disinterested directors.

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

Whether or not you plan to attend the special meeting, it is important that your shares be represented regardless of the number of shares you hold. Please sign and return, as promptly as possible, the enclosed proxy in the accompanying reply envelope, or submit your proxy by telephone or the Internet. Stockholders who attend the meeting may revoke their proxies and vote in person.

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

Sincerely,

James D. Shelton

Chairman of the Board and Chief Executive Officer

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

The proxy statement is dated **[•]**, 2007, and is first being mailed to stockholders on or about **[•]**, 2007.

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Triad Hospitals, Inc.

5800 Tennyson Parkway

Plano, Texas 75024

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS

TO BE HELD ON [•], 2007

Dear Stockholder:

PLEASE TAKE NOTICE that a special meeting of stockholders of Triad Hospitals, Inc., a Delaware corporation (the Company), will be held on **[•]**, 2007, at **[ ] [•]**.m. local time, at the Company s executive offices located at 5800 Tennyson Parkway, Plano, Texas 75024, for the following purposes:

1. To consider and vote on a proposal to adopt the Agreement and Plan of Merger (the merger agreement), dated as of March 19, 2007, by and among the Company, Community Health Systems, Inc., a Delaware corporation (CHS), and FWCT-1 Acquisition Corporation, a Delaware corporation and a wholly owned subsidiary of CHS (Merger Sub), as the merger agreement may be amended from time to time.

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

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

The record date for the determination of stockholders entitled to notice of and to vote at the special meeting is **[•]**, 2007. Accordingly, only stockholders of record as of the close of business on that date will be entitled to notice of and to vote at the special meeting or any adjournment or postponement thereof. A list of our stockholders entitled to vote at the meeting will be available at our principal executive offices at 5800 Tennyson Parkway, Plano, Texas 75024, during ordinary business hours for a period of at least 10 days prior to the special meeting.

We urge you to read the accompanying proxy statement carefully as it sets forth a detailed discussion of the background of and reasons for the proposed merger as well as the terms of the merger agreement and other important information related to the merger.

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

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

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

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

By Order of the Board of Directors,

Rebecca Hurley

Senior Vice President, General Counsel and Secretary

Plano, Texas

[•], 2007

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References to Triad, the Company, we, our or us in this proxy statement refer to Triad Hospitals, Inc. and its subsidiaries unless otherwise indicated by context.

SUMMARY

This summary, together with the Questions and Answers About the Merger and the Special Meeting, summarizes the material information in this proxy statement. You should carefully read this entire proxy statement and the other documents to which this proxy statement refers you for a more complete understanding of the matters being considered at the special meeting. See Where You Can Find More Information beginning on page 75.

The Parties to the Merger (see page 15)

Triad, a Delaware corporation, is one of the largest publicly owned hospital companies in the United States and provides healthcare services through hospitals and ambulatory surgery centers that it owns and operates in small cities and selected urban markets primarily in the southern, midwestern and western United States. Community Health Systems, Inc., a Delaware corporation (CHS), is a leading operator of general acute care hospitals in non-urban communities throughout the country. FWCT-1 Acquisition Corporation, a Delaware corporation and a direct wholly owned subsidiary of CHS (Merger Sub), was formed solely for the purpose of effecting the merger. Merger Sub has not engaged in any business except in furtherance of this purpose.

The Merger (see page 21)

The agreement and plan of merger (the merger agreement) provides that Merger Sub will merge with and into Triad (the merger). Triad will be the surviving corporation in the merger (the surviving corporation) and will change its name to Triad Healthcare Corporation following the merger. In the merger, each outstanding share of Triad common stock, par value $.01 per share (the Common Stock) (other than (i) shares of Common Stock held by the Company (or any subsidiary of the Company) as treasury stock or owned by CHS or Merger Sub, including any shares acquired by CHS or Merger Sub or any other subsidiary of CHS immediately prior to the effective time of the merger and (ii) shares of Common Stock held by stockholders, if any, who have properly demanded statutory appraisal rights), will be cancelled and converted into the right to receive $54.00 in cash (the merger consideration), without interest and less any applicable withholding taxes. See The Merger Agreement beginning on page 51 and The Merger Agreement Consideration to be Received in the Merger beginning on page 51.

Treatment of Outstanding Options, Restricted Shares and Deferred Stock Units in the Merger (see page 51)

Upon consummation of the merger, except as otherwise agreed by the holder and CHS, each outstanding option to acquire Common Stock will become fully vested (to the extent not already vested) and will be cancelled and converted into the right to receive a cash payment equal to the number of shares of Common Stock underlying the option multiplied by the amount (if any) by which $54.00 exceeds the option exercise price, without interest and less any applicable withholding taxes. Additionally, except as otherwise agreed by the holder and CHS, each outstanding share of restricted stock and each outstanding deferred stock unit will become fully vested, if applicable, and be cancelled and converted into the right to receive $54.00 in cash (together with the value of any deemed dividend equivalents accrued but unpaid in the case of a deferred stock unit), without interest and less any applicable withholding taxes. See The Merger Interests of the Company s Directors and Executive Officers in the Merger and The Merger Agreement Treatment of Options and Other Awards beginning on pages 42 and 51, respectively.

In addition, upon consummation of the merger, all salary amounts withheld on behalf of the participants in the Triad Hospitals, Inc. Amended and Restated Management Stock Purchase Plan and the Triad Hospitals, Inc.

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Employee Stock Purchase Plan through the closing date of the merger will be deemed to have been used to purchase Common Stock under the terms of these plans, using the closing date of the merger as the last date of the applicable salary reduction period under these plans, and each such share will be deemed to be cancelled and converted into the right to receive $54.00 per share, such that each participant will receive (i) a refund by Triad of all reductions made during the applicable salary reduction periods, if any, and (ii) cash equal to the excess (if any) of (A) the number of shares deemed purchased multiplied by $54.00 over (B) the aggregate purchase price deemed to have been paid in the deemed purchase.

Conditions to the Merger (see page 58)

The consummation of the merger depends on the satisfaction or waiver of a number of conditions, including, among others, the following:

- the merger agreement must have been adopted by the affirmative vote of the holders of a majority of the outstanding shares of Common Stock;
- no injunction, judgment, order or law which prohibits, restrains or renders illegal the consummation of the merger shall be in effect;
- the waiting period (and any extension thereof) under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the HSR Act), must have expired or been terminated;
- Triad shall have obtained certain requisite consents;
- Triad s, CHS and Merger Sub s respective representations and warranties in the merger agreement must be true and correct as of the closing date in the manner described under the caption The Merger Agreement Conditions to the Merger beginning on page 58; and
- Triad, CHS and Merger Sub must have performed in all material respects all obligations that each is required to perform under the merger agreement.

Non-Solicitation Covenant (see page 59)

The merger agreement provides that, from the date thereof until the effective time of the merger or, if earlier, the termination of the merger agreement, we are generally not permitted to:

- initiate, solicit or knowingly encourage (including by way of providing information) any acquisition proposal or any offer or proposal that may reasonably be expected to lead to an acquisition proposal;
- engage in or knowingly facilitate any discussions or negotiations with respect to any acquisition proposal; or
- approve or recommend the entry into any agreement providing for or relating to any acquisition proposal or the termination or breach of the merger agreement, or publicly propose to do any of the foregoing.

Notwithstanding these restrictions, prior to obtaining our stockholders approval of the merger agreement, our board of directors (following the recommendation of the special committee if such committee still exists) may furnish information and participate in discussions or negotiations with respect to a written acquisition proposal if the following conditions are met:

our board of directors (following the recommendation of the special committee if such committee still exists) determines in good faith that the acquisition proposal is bona fide; and

our board of directors (following the recommendation of the special committee if such committee still exists) determines in good faith, after consultation with financial advisors and outside legal counsel, that such proposal could reasonably be expected to result in a superior proposal.

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We may provide confidential information to such third party only if (i) such party has entered into a confidentiality and standstill agreement that contains provisions that are no less favorable in the aggregate to us than those contained in the confidentiality agreement entered into with CHS and (ii) we promptly provide to CHS any non-public information concerning us or our subsidiaries provided to such other party which was not previously provided to CHS.

Our board of directors may also withdraw or adversely modify its recommendation of the merger with CHS or terminate the merger agreement and enter into an acquisition agreement with respect to a superior proposal if it determines in good faith that failure to take such action could violate its fiduciary duties, so long as we comply with certain terms of the merger agreement described under The Merger Agreement Recommendation Withdrawal/Termination in Connection with a Superior Proposal, including, if required, paying a termination fee and reimbursing certain other amounts to CHS. See page 61.

Termination of the Merger Agreement (see page 61)

The merger agreement may be terminated:

by mutual written consent of Triad (following the recommendation of the special committee, if such committee still exists), on the one hand, and CHS or Merger Sub, on the other hand;

by either Triad (following the recommendation of the special committee, if such committee still exists), on the one hand, or CHS or Merger Sub, on the other hand, if:

the merger is not completed on or before September 30, 2007 (or if the marketing period as defined below under The Merger Agreement Marketing Period has not ended on or before September 30, 2007, the merger is not completed by October 31, 2007), so long as the failure to complete the merger is not the result of, or caused by, the failure of the terminating party to comply with the terms of the merger agreement;

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

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

by CHS or Merger Sub, if:

our board of directors (following the recommendation of the special committee, if such committee still exists) withdraws or modifies in a manner adverse to CHS or Merger Sub its recommendation of the merger agreement, or takes action or makes any public statement in connection with the special meeting inconsistent with such recommendation, or approves or recommends any third party acquisition proposal; or

we have breached any of our representations, warranties, covenants or agreements under the merger agreement which would give rise to the failure to satisfy certain closing conditions and where that breach cannot be cured by September 30, 2007 (or October 31, 2007 if the termination date is extended as described above); or

by Triad (following the recommendation of the special committee, if such committee still exists), if:

prior to our stockholders voting to adopt the merger agreement, we terminate the merger agreement in order to enter into a definitive agreement with respect to a superior proposal in accordance with the terms of the merger agreement, including payment of the termination fee and other amounts owed to CHS and compliance with the non-solicitation covenant; see descriptions under The Merger Agreement Restrictions on Solicitations of Other Offers , The Merger Agreement Recommendation Withdrawal/Termination in Connection with a Superior Proposal and The Merger Agreement Termination Fees and Expenses beginning on pages 59, 61 and 62, respectively.

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CHS or Merger Sub has breached any of its representations, warranties, covenants or agreements under the merger agreement which would give rise to the failure to satisfy certain closing conditions and where that breach cannot be cured by September 30, 2007 (or October 31, 2007 if the termination date is extended as described above); or

the conditions to CHS s obligation to consummate the merger (including mutual conditions) have been satisfied and CHS has not consummated the merger within five calendar days after the final day of the marketing period.

Termination Fees and Expenses under the Merger Agreement (see page 62)

If the merger agreement is terminated,

under certain circumstances (including the termination of the merger agreement due to a superior proposal), we will be obligated to pay a termination fee of $130 million to CHS and reimburse the amount that CHS paid to us to fund the termination fee and expense reimbursement we paid in connection with the termination of the prior merger agreement as defined below (the prior agreement termination amount); and

under other circumstances, we will be obligated to reimburse CHS for (i) its out-of-pocket fees and expenses, up to a limit of $15 million (which, in limited circumstances, would be credited against the termination fee to the extent it subsequently becomes due); and (ii) the prior agreement termination amount (which would not be so credited against the termination fee).

Specific Performance; Remedies (see page 63)

The parties to the merger agreement will be entitled to specific performance of the terms and provisions of the merger agreement, in addition to any remedy to which they are entitled, including damages for any breach of the merger agreement by the other party.

Reimbursement of Prior Agreement Termination Amount (see page 62)

Prior to entering into the merger agreement with CHS, we terminated the Agreement and Plan of Merger, dated as of February 4, 2007 (the prior merger agreement), by and among Panthera Partners, LLC, Panthera Holdco Corp., Panthera Acquisition Corporation (collectively, Panthera) and the Company. Pursuant to the terms of the prior merger agreement, we paid the prior agreement termination amount consisting of a termination fee of $20 million and an advance of $20 million to cover Panthera s out-of-pocket expenses. CHS has reimbursed us for the prior agreement termination amount. We are obligated to repay such amounts in the event the merger agreement is terminated under certain circumstances in which CHS is entitled to expense reimbursement and/or a termination fee from us, as described under The Merger Agreement Termination Fees and Expenses beginning on page 62.

The Special Meeting (see page 17)

The special meeting will be held on [•], 2007, at [ ] [•].m. local time, at the Company s executive offices located at 5800 Tennyson Parkway, Plano, Texas 75024. At the special meeting, you will be asked to vote on the proposal to approve the merger agreement, and, if necessary, the proposal to adjourn the special meeting to solicit additional proxies. See Questions and Answers About the Merger and the Special Meeting beginning on page 8 and The Special Meeting beginning on page 17.

The Special Committee and its Recommendation (see page 30)

On December 15, 2006, our board of directors established a special committee composed of five independent and disinterested directors for the purpose of reviewing, evaluating and, as appropriate, negotiating a

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possible acquisition of the Company and any alternatives thereto and making a recommendation to the board of directors. Each member of the special committee received customary fees (that were not contingent on the special committee s recommendation of any transaction or the consummation of any transaction) for service on the committee. The special committee unanimously determined, and recommended to our board of directors:

(i) to terminate the prior merger agreement; and

(ii) that the merger agreement and the merger are advisable and fair to and in the best interests of the Company and its stockholders and that our board of directors recommend adoption of the merger agreement by our stockholders.

For a discussion of the material factors considered by the special committee in reaching its conclusions, see The Merger Reasons for the Merger; Recommendation of the Special Committee and of Our Board of Directors beginning on page 30.

Board Recommendation (see page 30)

Our board of directors, by unanimous vote (with James D. Shelton, Michael J. Parsons and Nancy-Ann DeParle not taking part in the vote), after considering factors including the unanimous recommendation of the special committee, (i) approved the termination of the prior merger agreement and (ii) determined that the merger agreement and the merger are advisable and fair to, and in the best interests of, the Company and its stockholders.

Our board of directors recommends that Triad s stockholders vote FOR the adoption of the merger agreement, and FOR the adjournment of the special meeting, if necessary, to solicit additional proxies. For a discussion of the material factors considered by the board of directors in reaching its conclusions, see The Merger Reasons for the Merger; Recommendation of the Special Committee and of Our Board of Directors beginning on page 30.

Share Ownership of Directors and Executive Officers (see page 70)

As of **[•]**, 2007, the record date, the directors and executive officers of Triad held and are entitled to vote, in the aggregate, shares of Common Stock representing approximately **[•]**% of the outstanding shares of the Common Stock. The directors and executive officers have informed Triad that they currently intend to vote all of their shares of Common Stock FOR the adoption of the merger agreement and FOR the adjournment proposal, if necessary. See The Special Meeting Voting Rights; Quorum; Vote Required for Approval beginning on page 17.

Interests of the Company s Directors and Executive Officers in the Merger (see page 42)

In considering the proposed merger, you should be aware that some of our directors and executive officers have interests in the merger that are different from, or in addition to, the interests of our stockholders generally. These interests include, among other things, the treatment of shares (including restricted shares), deferred stock units and options held by the directors and executive officers, as well as indemnification and insurance arrangements with executive officers and directors and change in control severance benefits that may become payable to certain executive officers.

Opinion of Lehman Brothers Inc. (see page 33)

In connection with the proposed merger, on March 19, 2007, the special committee s financial advisor, Lehman Brothers Inc. (Lehman Brothers), delivered an opinion to the special committee to the effect that, as of

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the date of the opinion, and based upon and subject to the matters described therein, the merger consideration to be received by holders of the Common Stock (other than CHS and its affiliates) was fair to such holders from a financial point of view.

The full text of the opinion of Lehman Brothers, which sets forth the procedures followed, assumptions made, matters considered and limitations on review undertaken by Lehman Brothers, in connection with its opinion, is attached as Annex B to this proxy statement. Lehman Brothers provided its opinion for the information and assistance of the special committee in connection with its consideration of the merger, and the opinion of Lehman Brothers is not a recommendation as to how any stockholder should vote or act with respect to any matter relating to the merger. We encourage you to read the opinion carefully and in its entirety. For a more complete description of the opinion and the review undertaken in connection with such opinion, together with the fees payable to Lehman Brothers, see The Merger Opinion of Financial Advisor beginning on page 33.

Financing (see page 40)

The merger agreement is not conditioned on the receipt of financing by CHS. Triad and CHS estimate that the total amount of funds necessary to consummate the merger and related transactions, including the new financing arrangements, the refinancing of certain existing indebtedness and the payment of customary fees and expenses in connection with the proposed merger and financing arrangements, will be approximately $9.065 billion, which is expected to be funded by new credit facilities, private and/or public offerings of debt securities and cash on hand. CHS has received a debt commitment letter from Credit Suisse Securities (USA) LLC, Credit Suisse, Wachovia Capital Markets, LLC, Wachovia Bank, National Association and Wachovia Investment Holdings, LLC to provide (i) up to $6.95 billion of senior secured credit facilities and (ii) up to approximately $3.37 billion of senior unsecured increasing rate loans under a senior unsecured bridge facility. Funding of the debt financing is subject to the satisfaction of the conditions set forth in the commitment letter pursuant to which the financing will be provided. See The Merger Financing of the Merger beginning on page 40.

Regulatory Approvals (see page 39)

Under the HSR Act, and the rules promulgated thereunder by the Federal Trade Commission (FTC), the merger may not be completed until notification and report forms have been filed with the FTC and the Antitrust Division of the Department of Justice (DOJ) and the applicable waiting period has expired or been terminated. Triad and CHS filed their respective notification and report forms under the HSR Act with the FTC and the Antitrust Division of the DOJ on March 23, 2007.

In addition, Federal and state laws and regulations may require that we or CHS obtain approvals, consents or certificates of need from, file new license and/or permit applications with, and/or provide notice to, applicable governmental authorities in connection with the merger.

U.S. Federal Income Tax Consequences (see page 48)

If you are a U.S. holder (as defined below), the merger will be a taxable transaction for U.S. federal income tax purposes. Your receipt of cash in exchange for your shares of Common Stock in the merger generally will cause you to recognize a gain or loss measured by the difference, if any, between the amount of cash you receive in the merger (determined before the deduction of any applicable withholding taxes) and your adjusted tax basis in your shares of Common Stock. If you are a non-U.S. holder (as defined below), the merger generally will not be a taxable transaction to you for U.S. federal income tax purposes unless you have certain connections to the United States or certain other conditions are met. Under U.S. federal income tax law, all holders will be subject to information reporting on cash received in the merger unless an exemption applies. Backup withholding may also apply with respect to cash you receive in the merger, unless you provide proof of an applicable exemption or a correct taxpayer identification number and otherwise comply with the applicable requirements of the backup

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withholding rules. You should consult your own tax advisor for a full understanding of how the merger will affect your federal, state and local and/or foreign taxes and, if applicable, the tax consequences of the receipt of cash in connection with the cancellation of your options to purchase shares of Common Stock, your shares of restricted stock and/or your deferred stock units, and the other transactions described in this proxy statement relating to our other equity compensation and benefit plans. See The Merger Material U.S. Federal Income Tax Consequences of the Merger to Our Stockholders beginning on page 48.

Appraisal Rights (see page 66)

Under Delaware law, holders of Common Stock who do not vote in favor of adopting the merger agreement will have the right to seek appraisal of the fair value of their shares as determined by the Delaware Court of Chancery if the merger is completed, but only if they comply with all requirements of Delaware law, which are summarized in this proxy statement. This appraisal amount could be more than, the same as or less than the amount a stockholder would be entitled to receive under the terms of the merger agreement. Any holder of Common Stock intending to exercise such holder s appraisal rights, among other things, must submit a written demand for an appraisal to us prior to the vote on the adoption of the merger agreement and must not vote or otherwise submit a proxy in favor of adoption of the merger agreement. Your failure to follow exactly the procedures specified under Delaware law could result in the loss of your appraisal rights. See The Special Meeting Rights of Stockholders Who Object to the Merger and Dissenters Rights of Appraisal beginning on pages 19 and 66, respectively, and the text of the Delaware appraisal rights statute reproduced in its entirety as Annex C to this proxy statement.

Market Price of Common Stock (see page 69)

On February 2, 2007, the last trading day prior to announcing execution of the prior merger agreement, the closing sale price of the Common Stock on the New York Stock Exchange (the NYSE) was $43.27 per share. On March 16, 2007, the last trading day prior to announcing execution of the merger agreement, the closing sale price of the Common Stock on the NYSE was $49.36 per share. The $54.00 per share to be paid for each share of Common Stock in the merger represents a premium of approximately 9.4% to the closing sale price on March 16, 2007 and a premium of approximately 24.8% to the closing sale price on February 2, 2007.

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QUESTIONS AND ANSWERS ABOUT THE MERGER AND THE SPECIAL MEETING

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

Q: What is the proposed transaction?

A: The proposed transaction is the acquisition of the Company by CHS pursuant to the merger agreement. Once the merger agreement has been adopted by the stockholders and the other closing conditions under the merger agreement have been satisfied or waived, Merger Sub, a wholly owned subsidiary of CHS, will merge with and into Triad. Triad will be the surviving corporation and a wholly owned subsidiary of CHS. The name of the surviving corporation will be Triad Healthcare Corporation.

Q: What will I receive in the merger?

A: Upon completion of the merger, you will be entitled to receive $54.00 in cash, without interest and less any applicable withholding tax, in exchange for each share of Common Stock that you own at the time of the merger, unless you have exercised your appraisal rights with respect to the merger. For example, if you own 100 shares of Common Stock, you will receive $5,400.00 in cash in exchange for your shares of Common Stock, less any applicable withholding tax. You will not own any shares in the surviving corporation.

Q: When and where is the special meeting?

A: The special meeting of stockholders of Triad will be held on **[•]**, 2007, at **[•]**.m. local time, at the Company s executive offices located at 5800 Tennyson Parkway, Plano, Texas 75024.

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

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

to adopt the merger agreement;

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

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

Q: How does Triad s board of directors recommend that I vote on the proposals?

A: The board of directors recommends that you vote:

FOR the proposal to adopt the merger agreement; and

FOR the adjournment proposal, if necessary or appropriate, to solicit additional proxies if there are insufficient votes at the time of the special meeting to adopt the merger agreement. You should read The Merger Reasons for the Merger; Recommendation of the Special Committee and our Board of Directors ; beginning on page 30 for a discussion of the factors that the special committee and the board of directors considered in deciding to recommend the adoption of the merger agreement. In considering the proposed merger, you should be aware that some of our directors and executive officers have interests in the merger

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that are different from, or in addition to, the interests of our stockholders generally. See The Merger Interests of the Company s Directors and Executive Officers in the Merger .

Q: What happened to the proposed merger with Panthera?

A: On March 19, 2007, we terminated the prior merger agreement in accordance with its terms in order to execute the merger agreement with CHS and Merger Sub described in this proxy statement. Concurrent with the termination of the prior merger agreement and pursuant to its terms, we paid Panthera a termination fee of $20 million and advanced $20 million to Panthera to cover its out-of-pocket expenses. CHS has reimbursed us for these amounts pursuant to the merger agreement.

Q: What effects will the proposed merger have on Triad?

A: As a result of the proposed merger, Triad will cease to be an independent publicly-traded company and will become a wholly owned subsidiary of CHS. You will no longer have any interest as stockholders in our future earnings or growth. Following consummation of the merger, the registration of our Common Stock and our reporting obligations with respect to the Common Stock under the Securities Exchange Act of 1934, as amended (the Exchange Act), will be terminated upon application to the Securities and Exchange Commission (the SEC). In addition, upon completion of the proposed merger, shares of the Common Stock will no longer be listed on any stock exchange or quotation system, including the NYSE.

Q: What happens if the merger is not consummated?

A: If the merger agreement is not adopted by stockholders or if the merger is not completed for any other reason, stockholders will not receive any payment for their shares in connection with the merger. Instead, Triad will remain an independent public company and the Common Stock will continue to be listed and traded on the NYSE. Under specified circumstances, Triad may be required to pay CHS a termination fee, reimburse CHS for the prior agreement termination amount and/or reimburse CHS for its out-of-pocket expenses. See The Merger Agreement Termination Fees and Expenses.

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

A: All holders of Common Stock are entitled to notice, but only stockholders of record holding Common Stock as of the close of business on **[•]**, 2007, the record date for the special meeting, are entitled to vote at the special meeting. As of the record date, there were approximately **[•]** shares of Common Stock outstanding. Approximately **[•]** holders of record held such shares. Every holder of Common Stock is entitled to one vote for each such share the stockholder held as of the close of business on the record date.

Please note that space limitations make it necessary to limit attendance at the special meeting to stockholders. Registration will begin at **[ ] [•]**.m., local time. If you attend, please note that you may be asked to present valid picture identification. Street name holders will need to bring a copy of a brokerage statement reflecting stock ownership as of the record date. Street name holders wishing to vote in person at the meeting will also be required to present a legal proxy from their bank, broker or other custodian. Cameras, recording devices and other electronic devices are not permitted at the meeting.

Q: What vote is required for Triad s stockholders to adopt the merger agreement? How do Triad s directors and officers intend to vote?

A: An affirmative vote of the holders of a majority of all outstanding shares of Common Stock entitled to vote on the matter is required to adopt the merger agreement. Our directors and executive officers have informed us that they currently intend to vote all of their shares of Common Stock for the adoption of the merger agreement.

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Q: What vote is required for Triad s stockholders to approve the proposal to adjourn the special meeting, if necessary, to solicit additional proxies?

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

Q: Who is soliciting my vote?

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

Q: What do I need to do now?

A: Please carefully review the information contained in this proxy statement. Then, even if you plan to attend the special meeting, please vote promptly by telephone or the Internet, following the instructions on the enclosed proxy card, or by signing and returning the enclosed proxy card in the envelope provided. Please do NOT enclose or return your stock certificate(s) with your proxy.

Q: How do I cast my vote?

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

Q: Can I change my vote after I have delivered my proxy?

A: Yes. You have the right to revoke your proxy at any time before the vote taken at the special meeting. If you hold your shares in your name as a stockholder of record, you may change your vote in one of the following three ways:

by notifying our Senior Vice President, General Counsel and Secretary, Rebecca Hurley, at 5800 Tennyson Parkway, Plano, Texas 75024;

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

by submitting a later-dated proxy card.

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

Q: Can I vote by telephone or electronically?

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

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

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

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

Q: What do I do if I participate in the Triad Hospitals, Inc. Retirement Savings Plan?

A: If you have money invested in the Triad Hospitals, Inc. Retirement Savings Plan (the Savings Plan), you do not actually own shares of Common Stock that are allocated to your account under the Savings Plan. The trustee of the trust established for the Savings Plan is the owner of record of the shares held in the Savings Plan and will vote those shares as described below.

The Administrative Committee of Triad s Savings Plan, which serves as the administrator of the Savings Plan and is composed of certain members of our management, has determined to engage United States Trust Company, National Association (U.S. Trust) as an independent fiduciary with respect to the Savings Plan, to manage the shares of Common Stock held in the Company Stock Fund and in the ESOP Fund of the Savings Plan in connection with the merger. Subject to the requirements of the Employee Retirement Income Security Act of 1974, as amended (ERISA), participants will be eligible to direct the voting of shares of Common Stock represented by their accounts investment in the Company Stock and in the ESOP Fund. You may direct the voting of shares allocated to your account only by completing and returning the voting instruction card provided by U.S. Trust for participants in the Savings Plan with this proxy statement in accordance with the procedures included with the voting instruction card before the applicable deadline noted below. If your voting instruction card is received by **[•] [•.**m.**]** on **[•]**, 2007, U.S. Trust will cause the shares allocated to your account to be voted in accordance with your instructions. If you submit voting instructions and wish to change them, you may do so by submitting new voting instructions. Your new voting instructions must be received by the applicable deadline specified above. U.S. Trust will consider your voting instructions with the latest date and disregard all earlier instructions. U.S. Trust will cause any allocated shares for which it does not receive voting instructions by the applicable deadline specified above to be voted in the same manner and proportion as allocated shares for which it did receive voting instructions by the applicable deadline. U.S. Trust will vote any unallocated shares of Common Stock held in the ESOP Fund as U.S. Trust determines in its sole discretion consistent with its fiduciary duties under ERISA. Your voting instructions will be kept confidential. You may not vote or direct the voting of shares in the Savings Plan in person at the special meeting.

Q: What do I do if I participate in the Triad Hospitals, Inc. Employee Stock Purchase Plan?

A: Shares held by you under the Triad Hospitals, Inc. Employee Stock Purchase Plan are held in street name through Computershare Trust Company (Computershare), the record keeper for such plan. Computershare will only be permitted to vote your shares on your behalf if you complete and return the Computershare voting instruction card in accordance with the procedures included therewith. If your voting instructions are not received by **[ ] [•]**.m. local time on **[•]**, 2007, your shares will not be voted, which will have the same effect as a vote against the adoption of the merger agreement but will not have any effect on the proposal to adjourn the special meeting, if necessary to solicit additional proxies.

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

A: If you hold shares in street name, directly as a record holder or otherwise through the Company s stock purchase plans, or if you are a participant in the Triad Hospitals, Inc. Retirement Savings Plan, you may

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receive more than one proxy and/or set of voting instructions relating to the special meeting. Please be sure to vote using each proxy card and/or voting instruction form you receive by telephone or the Internet or by signing and returning each proxy card and/or voting instruction card separately in the envelopes provided, in order to ensure that *all* of your shares are voted.

Q: How are votes counted?

A: For the proposal to adopt the merger agreement, you may vote FOR, AGAINST or ABSTAIN. Abstentions will not be counted as votes cast or shares voting on the proposal to adopt the merger agreement, but will count for the purpose of determining whether a quorum is present. If you abstain, it will have the same effect as if you vote AGAINST the adoption of the merger agreement. In addition, if your shares are held in the name of a broker, bank or other nominee, including shares held by you under the Triad Hospitals, Inc. Employee Stock Purchase Plan, your broker, bank or other nominee will not be entitled to vote your shares in the absence of specific instructions. These non-voted shares, or broker non-votes, will be counted for purposes of determining a quorum, but will have the same effect as a vote AGAINST the adoption of the merger agreement.

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

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

Q: Who will count the votes?

A: A representative of our transfer agent, National City Bank, will count the votes and act as an inspector of election.

Q: What happens if I sell my shares before the special meeting?

A: The record date of the special meeting is earlier than the special meeting and the date that the merger is expected to be completed. If you sell or otherwise transfer your shares of Common Stock after the record date but before the special meeting, you will retain your right to vote at the special meeting, but will have transferred the right to receive $54.00 per share in cash to be received by our stockholders in the merger. In order to receive the $54.00 per share, you must hold your shares through completion of the merger.

Q: Am I entitled to exercise appraisal rights instead of receiving the merger consideration for my shares?

A: Yes. As a holder of Common Stock, you are entitled to appraisal rights under Delaware law in connection with the merger if you meet certain conditions. See Dissenters Rights of Appraisal beginning on page 66.

Q: Will the merger be taxable to me?

A: If you are a U.S. holder (as defined below), the merger will be a taxable transaction to you for U.S. federal income tax purposes. In general, a U.S. holder who receives cash in exchange for shares of Common Stock

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in the merger will recognize capital gain or loss for U.S. federal income tax purposes with respect to each such share equal to the difference, if any, between the amount of cash per share received for such share (determined before the deduction of any applicable withholding taxes) and the holder s adjusted tax basis in such share. Any such gain or loss would be long-term capital gain or loss if the holding period for the Common Stock exceeded one year. If you are a non-U.S. holder (as defined below), the merger generally will not be a taxable transaction to you for U.S. federal income tax purposes unless you have certain connections to the United States or certain other conditions are met. Under certain circumstances, a portion of the merger consideration received may be subject to withholding under applicable tax laws.

You should read The Merger Material U.S. Federal Income Tax Consequences of the Merger to Our Stockholders beginning on page 48 for a more complete discussion of the U.S. federal income tax consequences of the merger. Tax matters can be complicated, and the tax consequences of the merger to you will depend on your particular tax situation. We urge you to consult your tax advisor on the tax consequences of the merger to you.

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

A: We are working toward completing the merger as quickly as possible, and we anticipate that it will be completed in the third quarter of 2007. In order to complete the merger, we must obtain stockholder approval and the other closing conditions under the merger agreement must be satisfied or waived (as permitted by law). In addition, CHS is not obligated to complete the merger until the expiration of a 20-business-day marketing period that it may use to complete its financing for the merger. The marketing period begins to run after we have obtained stockholder approval and satisfied other conditions under the merger agreement; provided that if the marketing period would not end on or before August 17, 2007, the marketing period will commence no earlier than September 4, 2007. See The Merger Agreement Marketing Period and The Merger Agreement Conditions to the Merger beginning on pages 57 and 58, respectively.

Q: Should I send in my stock certificates now?

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

Q: How can I obtain additional information about Triad?

A: Our SEC filings may be accessed on-line at www.triadhospitals.com. Our website address is provided as an inactive textual reference only.

The information provided on our website is not part of this proxy statement, and therefore is not incorporated by reference. For a more detailed description of the information available, please refer to Where You Can Find More Information beginning on page 75.

Q: Whom should I contact if I have questions?

A: If you would like additional copies, without charge, of this proxy statement or if you have questions about the merger, including the procedures for voting your shares, you should contact Innisfree, which is assisting us in the solicitation of proxies, as follows:

Innisfree M&A Incorporated

501 Madison Avenue, 20th Floor

New York, New York 10022

Stockholders call toll-free: (877) 456-3463

Banks and Brokers call collect: (212) 750-5833

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CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING INFORMATION

This proxy statement, and the documents to which we refer you in this proxy statement, contain forward-looking statements within the meaning of the safe harbor provisions of Section 21E of the Exchange Act. Forward-looking statements include information concerning possible or assumed future results of operations of the Company, the expected completion and timing of the merger and other information relating to the merger. There are forward-looking statements throughout this proxy statement, including, without limitation, under the headings Summary, The Merger, and in statements containing the words believes, plans, expects, anticipates, intends, estimates or other similar expressions. You be aware that forward-looking statements are *based on estimates and assumptions* and involve known and unknown risks and uncertainties. Although we believe that the expectations reflected in these forward-looking statements are reasonable, we cannot assure you that the actual results or developments we anticipate will be realized, or even if realized, that they will have the expected effects on the business or operations of the Company. These forward-looking statements speak only as of the date on which the statements were made and we undertake no obligation to publicly update or revise any forward-looking statements made in this proxy statement or elsewhere as a result of new information, future events or otherwise. In addition to other factors and matters contained or incorporated in this document, we believe the following factors could cause actual results to differ materially from those discussed in the forward-looking statements:

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

and other risks detailed in our current filings with the SEC, including our most recent filing on Form 10-K. See Where You Can Find More Information beginning on page 75.

Many of the factors that will determine our future results are beyond our ability to control or predict. In light of the significant uncertainties inherent in the forward-looking statements contained herein, readers should not place undue reliance on forward-looking statements, which reflect management s views only as of the date hereof. We cannot guarantee any future results, levels of activity, performance or achievements. The statements made in this proxy statement represent our views as of the date of this proxy statement, and it should not be assumed that the statements made herein remain accurate as of any future date. Moreover, we assume no obligation to update forward-looking statements or update the reasons that actual results could differ materially from those anticipated in forward-looking statements, except as required by law.

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THE PARTIES TO THE MERGER

Triad

Triad is one of the largest publicly owned hospital companies in the United States and provides healthcare services through hospitals and ambulatory surgery centers that we own and operate in small cities and selected urban markets primarily in the southern, midwestern and western United States. Our domestic hospital facilities include 53 general acute care hospitals and 13 ambulatory surgery centers located in the states of Alabama, Alaska, Arizona, Arkansas, Georgia, Indiana, Louisiana, Mississippi, Nevada, New Mexico, Ohio, Oklahoma, Oregon, South Carolina, Tennessee, Texas and West Virginia. We also operate one general acute care hospital located in Dublin, Ireland. Included among our domestic hospital facilities is one hospital operated through a 50/50 joint venture that is not consolidated for financial reporting purposes and one hospital that is under construction. We are also a minority investor in three joint ventures that own seven general acute care hospitals in Georgia and Nevada. Through our wholly owned subsidiary, Quorum Health Resources, LLC, we also provide management and consulting services to independent general acute care hospitals located throughout the United States.

Our general acute care hospitals typically provide a full range of services commonly available in hospitals, such as internal medicine, general surgery, cardiology, oncology, neurosurgery, orthopedics, obstetrics, diagnostic and emergency services. These hospitals also generally provide outpatient and ancillary healthcare services such as outpatient surgery, laboratory, radiology, respiratory therapy, cardiology and physical therapy. Outpatient services also are provided by ambulatory surgery centers that we operate. In addition, some of our general acute care hospitals have a limited number of licensed psychiatric beds and provide psychiatric skilled nursing services.

In addition to providing capital resources and general management, we make available a variety of management services to our healthcare facilities. These services include ethics and compliance programs, national supply and equipment purchasing, national leasing contracts, accounting, insurance placement, financial and clinical systems, governmental reimbursement assistance, information systems, legal support, personnel management, internal audit, access to regional managed care networks, resource management, and strategic and business planning.

Triad is a Delaware corporation. Our principal executive offices are located at 5800 Tennyson Parkway, Plano, Texas 75024, and our telephone number is (214) 473-7000. For more information about Triad, please visit our website at www.triadhospitals.com. Our website address is provided as an inactive textual reference only. The information provided on our website is not part of this proxy statement, and is not incorporated by reference. Triad is publicly traded on the New York Stock Exchange (the NYSE) under the symbol TRI.

CHS

CHS is the largest non-urban provider of general hospital healthcare services in the United States in terms of number of facilities and net operating revenues. As of December 31, 2006, through its subsidiaries, CHS owned, leased or operated 77 hospitals in 22 states, with an aggregate of 9,117 licensed beds.

CHS hospitals provide a broad range of inpatient and outpatient medical and surgical services, including emergency room services, general surgery, critical care, internal medicine, obstetrics and diagnostic services. As part of providing these services, CHS also owns, outright or through partnerships with physicians, physician practices, imaging centers, home health agencies and ambulatory surgery centers.

CHS is a Delaware corporation. Its principal executive office is located at 4000 Meridian Boulevard, Franklin, Tennessee 37067, and its telephone number at the principal office is (615) 465-7000. For more information about CHS, please visit its website at www.chs.net. CHS website address is provided as an inactive

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textual reference only. The information provided on CHS website is not part of this proxy statement, and is not incorporated by reference. CHS common stock is publicly traded on the NYSE under the symbol CYH.

Merger Sub

FWCT-1 Acquisition Corporation, which we refer to as Merger Sub, is a Delaware corporation and wholly owned by CHS. Merger Sub was formed solely for the purpose of completing the proposed merger and upon the consummation of the proposed merger, Merger Sub will cease to exist and Triad will continue as the surviving corporation. Merger Sub has not engaged in any business except as contemplated by the merger agreement. The principal office address of Merger Sub is c/o Community Health Systems, Inc., 4000 Meridian Boulevard, Franklin, Tennessee 37067. The telephone number at the principal office is (615) 465-7000.

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THE SPECIAL MEETING

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

Date, Time and Place of the Special Meeting

The special meeting is scheduled to be held as follows:

Date: **[•]**, 2007

Time: **[ ] [•]**.m., local time

Place: 5800 Tennyson Parkway, Plano, Texas 75024

Proposals to be Considered at the Special Meeting

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

Record Date

We have fixed the close of business on **[•]**, 2007 as the record date for the special meeting, and only holders of record of voting Common Stock on the record date are entitled to vote at the special meeting. On the record date, there were [•] shares of Common Stock outstanding and entitled to vote.

Voting Rights; Quorum; Vote Required for Approval

Each share of voting Common Stock entitles its holder to one (1) vote on all matters properly coming before the special meeting. The presence in person or representation by proxy of stockholders entitled to cast a majority of the votes of all issued and outstanding shares entitled to vote, shall constitute a quorum for the purpose of considering the proposals. Shares of voting Common Stock represented at the special meeting but not voted, including shares of Common Stock for which proxies have been received but for which stockholders have abstained, will be treated as present at the special meeting for purposes of determining the presence or absence of a quorum for the transaction of all business. In the event that a quorum is not present at the special meeting, it is expected that the meeting will be adjourned or postponed to solicit additional proxies. Any adjournment may be made without notice (if the adjournment is not for more than 30 days) by an announcement made at the special meeting of the time, date and place of the adjourned meeting.

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

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vote your shares only if you provide instructions on how to vote by following the instructions provided to you by your broker, bank or nominee.

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

Shares Owned by Our Directors and Executive Officers

As of [•], 2007, the record date, the directors and executive officers of Triad held and are entitled to vote, in the aggregate, [•] shares of Common Stock, representing approximately [•]% of the outstanding voting Common Stock. The directors and executive officers have informed Triad that they currently intend to vote all of their shares of Common Stock FOR the adoption of the merger agreement and FOR the adjournment proposal.

Voting and Revocation of Proxies

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

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

You have the right to revoke your proxy at any time before the vote taken at the special meeting. If you hold your shares in your name as a stockholder of record, you may do so in one of the following three ways:

by notifying our Senior Vice President, General Counsel and Secretary, Rebecca Hurley, at 5800 Tennyson Parkway, Plano, Texas 75024;

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

by submitting a later-dated proxy card; or

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

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

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If you participate in the Savings Plan, you will, subject to the requirements of ERISA, be eligible to direct the voting of shares of Common Stock represented by your accounts investment in the Common Stock and in the ESOP Fund. You may direct the voting of shares allocated to your account only by completing and returning the voting instruction card for participants in the Savings Plan you received with this proxy statement in accordance with the procedures included with the voting instruction card. If your voting instructions are received in a timely manner, U.S. Trust will cause the shares allocated to your account to be voted in accordance with your instructions. You may direct the voting of shares allocated to your account only by completing and returning the voting instruction card from U.S. Trust for participants in the Savings Plan you received with this proxy statement in accordance with the procedures included with the voting instruction card and before the applicable deadline noted below. If your voting instruction card is received by **[ ][•]**.m., **[•]** time, on **[•]**, **[•]**, 2007, or if you give voting instructions by telephone or the Internet by **[ ], [•]** time, on **[•]**, **[•]**, 2007, U.S. Trust will cause the shares allocated to your account to be voted in accordance with your instructions. If you submit voting instructions and wish to change them, you may do so by submitting new voting instructions by mail, telephone or Internet, regardless of how your prior voting instructions were submitted. Your new voting instructions must be received by the applicable deadline specified above. U.S. Trust will consider your voting instructions with the latest date and disregard all earlier instructions. U.S. Trust will cause any allocated shares for which it does not receive voting instructions by the applicable deadline specified above in the same manner and proportion as allocated shares for which it did receive voting instructions by the applicable deadline. U.S. Trust will vote any unallocated shares of the Common Stock held in the ESOP Fund as U.S. Trust determines in its sole discretion, consistent with its fiduciary duties under ERISA. Your voting instructions will be kept confidential. You may not vote or direct the voting of Savings Plan shares in person at the special meeting. You may not vote or direct the voting of your plan shares in person at the special meeting.

If you participate in the Triad Hospitals, Inc. Employee Stock Purchase Plan, shares held by you under such plan are held in street name through Computershare, the record keeper for such plan. Computershare will only be permitted to vote your shares on your behalf if you complete and return the Computershare voting instruction card in accordance with the procedures included therewith. If your voting instructions are not received by [ ][•].m. local time on [•], 2007, your shares will not be voted, which will have the same effect as a vote against the adoption of the merger agreement but will not have any effect on the proposal to adjourn the special meeting. You may not vote or direct the voting of your plan shares in person at the special meeting.

Rights of Stockholders Who Object to the Merger

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

To exercise your appraisal rights, you must submit a written demand for appraisal to the Company before the vote is taken on the merger agreement and you must not vote in favor of the adoption of the merger agreement. Your failure to follow exactly the procedures specified under Delaware law will result in the loss of your appraisal rights. See Dissenters Rights of Appraisal beginning on page 66 and the text of the Delaware appraisal rights statute reproduced in its entirety as Annex C to this proxy statement.

Solicitation of Proxies

This proxy solicitation is being made and paid for by Triad on behalf of its board of directors. In addition, we have retained Innisfree to assist in the solicitation. We will pay Innisfree approximately $[•], plus out-of-pocket expenses for their assistance. Our directors, officers and employees may also solicit proxies by personal interview, mail, e-mail, telephone, facsimile or other means of communication. These persons will not be paid additional remuneration for their efforts. We will also request brokers and other fiduciaries to forward

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proxy solicitation material to the beneficial owners of shares of Common Stock that the brokers and fiduciaries hold of record. We will reimburse them for their reasonable out-of-pocket expenses. In addition, we will indemnify Innisfree against any losses arising out of that firm s proxy soliciting services on our behalf.

Other Business

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

Questions and Additional Information

If you have more questions about the merger or how to submit your proxy, or if you need additional copies of this proxy statement or the enclosed proxy card or voting instructions, please call our proxy solicitor, Innisfree, toll-free at (877) 456-3463 (banks and brokerage firms call collect at (212) 750-5833).

Availability of Documents

The reports, opinions or appraisals referenced in this proxy statement will be made available for inspection and copying at the principal executive offices of the Company during its regular business hours by any interested holder of Common Stock.

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THE MERGER

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

Background of the Merger

Entry into the Prior Merger Agreement

Our board of directors periodically reviews and assesses strategic alternatives available to maximize value to our stockholders. As part of this ongoing review, at a board of directors retreat held on June 2 and 3, 2006, our chairman and chief executive officer, James D. Shelton, reviewed with the board recent trends in the healthcare industry and their impact on the Company s business and operating strategies. Mr. Shelton informed the board that during May 2006, he had received several unsolicited contacts from private equity firms inquiring about the Company s interest in a possible sale of the Company. He indicated that no specific proposals had been made, and that these contacts were limited to general inquiries. The board of directors discussed the Company s strategic alternatives, and determined to continue with the Company s existing growth strategy of internal and external development through investing in our existing facilities and selectively acquiring new facilities.

During the period from June through October 2006, Mr. Shelton periodically received additional unsolicited inquiries of a general nature from private equity groups. On August 4, 2006, on the Company s conference call to discuss its financial results for the quarter ended June 30, 2006, Mr. Shelton indicated that he was receiving inquiries from various private equity groups and that the Company would continue to evaluate all strategic options. In early August 2006, Nancy-Ann DeParle, a member of our board of directors and a managing director of CCMP, indicated to Mr. Shelton that CCMP had expressed an interest in meeting with the Company. On August 15, 2006, Mr. Shelton met with representatives of CCMP and discussed CCMP, the Company and their respective businesses generally. On October 3, 2006, Mr. Shelton met again with CCMP representatives at CCMP s request and continued general discussions regarding CCMP s business and the Company s business. There was no discussion regarding CCMP s or the Company s interest in a possible strategic transaction at either meeting with CCMP. Ms. DeParle did not participate in either of these meetings.

On October 16, 2006, we announced that our anticipated diluted earnings per share from continuing operations for the quarter ended September 30, 2006 would be lower than Wall Street expectations and withdrew previously issued guidance for diluted earnings per share from continuing operations for 2006 and subsequent periods. On October 18, 2006, entities affiliated with TPG-Axon Capital Management, L.P. notified us, pursuant to the premerger notification rules of the Federal Trade Commission under the HSR Act, that such entities intended to acquire voting securities of the Company and would therefore be making required filings under the HSR Act. At the time of this notification, these entities and their affiliates held approximately 6.1% of the outstanding Common Stock, based on the most recent Schedule 13G filing of such entities. By letter dated October 20, 2006, Blue Harbour Strategic Value Partners Offshore, Ltd. sent a similar notice to us of its intention to acquire voting securities of the Company and to make required HSR Act filings. On October 20, 2006, Stonebrook Fund Management sent a letter to our board of directors, stating that it controlled approximately 1% of the outstanding Common Stock, expressing concern regarding the Company s recent financial results, capital allocation plan and corporate governance, and suggesting that we explore the potential sale of the Company.

On October 30, 2006, on the Company s conference call to discuss its financial results for the quarter ended September 30, 2006, Mr. Shelton again indicated that the Company intended to continue to evaluate all of its strategic alternatives, including through conversations with various private equity groups, but that no decisions had been made as to which alternatives, if any, to pursue.

On November 1, 2006, TPG-Axon Capital Management, L.P. and affiliated entities and persons (collectively, TPG-Axon) reported to the Securities and Exchange Commission (the SEC) aggregate

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beneficial ownership of approximately 6.2% of the outstanding Common Stock. TPG-Axon made its filing on Schedule 13D, indicating that it held the Common Stock with a purpose or effect of influencing control of the Company. In its filing, TPG-Axon stated its belief that the Company should act to increase stockholder value, including, among other things, by reducing capital expenditures and acquisitions and focusing on margins, and indicated that it may take actions regarding matters including the Company s operations, plans, management, directors, governance or capital structure.

On November 2, 2006, at a regularly scheduled meeting, our board of directors discussed the recent correspondence and statements of certain of the Company s stockholders. The board also discussed recent activity in the public markets by hedge funds and private equity firms in general, and reviewed the Company s operating performance, competitive position, prospects and strategic options as well as the significant trends affecting the healthcare industry. Following this discussion, the board authorized a program to repurchase up to $250 million of outstanding Common Stock on the open market or otherwise. The board also discussed the advisability of change in control severance arrangements for the Company s executives, and agreed to delegate the responsibility to evaluate the need for, and terms of, such arrangements to the compensation committee.

On November 15, 2006, Mr. Shelton met with representatives of CCMP at CCMP s request, at which meeting CCMP expressed its interest in acquiring the Company. Mr. Shelton had no subsequent conversations with Ms. DeParle regarding a potential transaction except to inform her that CCMP had expressed such interest. Over the next two weeks, Mr. Shelton continued to informally discuss with CCMP its possible interest in acquiring the Company.

On November 17, 2006, TPG-Axon made a Schedule 13D filing attaching a letter addressed to Mr. Shelton. In the letter, TPG-Axon expressed, among other things, concern regarding the Company s recent stock performance and return on investment and criticized the Company s capital expenditure program and management controls.

During the week of November 20, 2006, Mr. Shelton and other members of management met with the Company s outside legal and other advisors regarding recent activist efforts undertaken by certain stockholders. Later in that week, Mr. Shelton spoke to each member of the board of directors (other than Ms. DeParle) to apprise them of his conversations with CCMP, and obtained the informal approval of each such director to pursue strategic alternatives, and in that connection to execute confidentiality agreements with one or more private equity groups to allow such groups to conduct due diligence on the Company. Mr. Shelton also discussed informally with the directors the most recent activist shareholder efforts, including management s earlier meetings with the Company s outside legal and other advisors. On November 27, 2006, the executive committee of the board of directors approved the execution of confidentiality agreements with one or more potentially interested private equity groups.

On December 1, 2006, TPG-Axon filed an amendment to its Schedule 13D reporting an increase in its ownership to approximately 7.4% of the outstanding Common Stock. On December 12, 2006, TPG-Axon made a Schedule 13D filing attaching a letter to our board of directors reiterating its concerns regarding the Company s financial controls, performance and management and requesting copies of the Company s stock ledger and a list of stockholders pursuant to Delaware corporate law for the purpose of communicating with other stockholders of the Company and facilitating a potential proxy solicitation of stockholders to elect nominees to the Company s board of directors. The Company complied with TPG-Axon s request for stockholder information.

On December 5, 2006, we entered into a confidentiality agreement with CCMP to enable us to share information regarding a possible transaction. The confidentiality agreement included a two-year standstill provision preventing CCMP and its representatives from acquiring beneficial ownership in excess of 1% of the outstanding Common Stock or participating in a proxy solicitation regarding the Common Stock without our consent. On December 6 and 7, 2006, Mr. Shelton and other members of our senior management met with CCMP and its representatives. During these meetings, CCMP discussed its views on the merits of a possible

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acquisition of the Company and indicated that GS had expressed interest in joining with CCMP to explore a possible transaction. CCMP did not make any proposals regarding the price or structure of a transaction. Our management discussed the Company s history, operations, strategies and prospects, but did not solicit any proposals from CCMP. Shortly thereafter, representatives of GS contacted Mr. Shelton to express interest in working with CCMP on a possible acquisition of the Company.

On December 10, 2006, we executed a confidentiality agreement with GS containing terms substantially similar to the agreement executed with CCMP. On December 14 and 15, 2006, members of our senior management met with representatives of GS to continue preliminary discussions regarding a possible transaction.

At a board of directors meeting held on December 15, 2006, the compensation committee of the board of directors reported that it had evaluated, with the assistance of outside legal advisors and a compensation consultant, the need for contractual change in control severance protection for the Company s executives (other than Mr. Shelton, who already had such protection in his employment agreement). The compensation committee recommended that the board of directors adopt this form of protection to assist in retaining the executive team and keeping the executives focused on operational matters and on the enhancement of stockholder value. After extensive discussion and consideration of an analysis of the potential costs of such protection, the board of directors approved the execution of change in control severance agreements with the Company s officers holding the title of vice president and above. Michael J. Parsons, executive vice president and chief operating officer and a director of the Company, recused himself from the discussion of and vote on this matter. The compensation committee also reported that it had approved a new employment contract for Mr. Shelton. Upon the recommendation of the compensation committee, the board also adopted amendments to the Company s supplemental executive retirement plan to make such plan consistent with the change in control severance agreements approved by the board.

In addition, at the December 15, 2006 meeting, the board of directors discussed the Company s strategic alternatives. Representatives of Dewey Ballantine LLP, the Company s outside corporate counsel, participated in this portion of the meeting. At the start of the discussion, Ms. DeParle stated that she had no involvement at CCMP in discussions regarding a possible transaction with the Company after being told that CCMP expressed preliminary interest in a transaction. Ms. DeParle further stated that, due to her employment with CCMP, she had determined to recuse herself from participation in all discussion, deliberation and votes regarding the Company s strategic alternatives, and left the meeting. A representative of Dewey Ballantine then reviewed with the directors the fiduciary duties associated with their review of the strategic alternatives of the Company, including the fiduciary duties of care and loyalty. Mr. Shelton updated the board on management s meetings with CCMP and GS.

The board reviewed at length the Company s recent financial results and business performance and its growth strategies, competitive position and prospects, as well as healthcare industry trends and outlook. The board discussed the risks and opportunities associated with the Company s strategic alternatives, including remaining an independent company, selling the Company, engaging in stock buy-backs, or engaging in a potential leveraged recapitalization. Messrs. Shelton and Parsons then recused themselves from the meeting. The board then further discussed the Company s strategic alternatives and the possibility that a potential acquiror could approach members of the Company s management during the course of negotiations and ask them to consider a role with the surviving company after a transaction, and could offer management an opportunity to invest in the surviving corporation following a transaction. After discussion, the board of directors established a special committee of independent, disinterested directors, consisting of Thomas G. Loeffler (appointed as chairman), Donald B. Halverstadt, M.D., William J. Hibbitt, Dale V. Kesler and Gale E. Sayers, and delegated to that committee the full power and authority to evaluate, negotiate and respond to a possible offer to acquire the Company and any alternatives thereto and, as appropriate, make recommendations to the board of directors. The special committee was given the authority to engage legal, financial and other advisors, as appropriate. The board of directors retained the final authority to make any decision as to a possible sale of the Company or any alternatives thereto.

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At a meeting held on December 20, 2006, the special committee discussed its duties and responsibilities as well as the retention of financial and legal advisors. After discussion and a presentation by representatives of Baker Botts L.L.P., the special committee retained Baker Botts as its legal advisor. The representatives of Baker Botts then discussed with the members of the special committee their legal duties and responsibilities under Delaware law, including their fiduciary duties of care and loyalty, and the engagement of financial advisors to the special committee.

Further discussions regarding financial advisors were held at a special committee meeting on December 22, 2006 at which the special committee decided to interview four investment banking firms to serve as potential financial advisors to the committee. The special committee interviewed the four investment banking firms on December 27, 2006, and after the interviews and discussion, agreed to hire Lehman Brothers Inc. as the committee s principal financial advisor, and agreed to make further efforts to engage a secondary financial advisor. The special committee held meetings on December 29, 2006 and January 4, 2007 to discuss the status of negotiations with potential financial advisors and to review certain discussions Mr. Loeffler planned to have on behalf of the special committee with Mr. Shelton.

At a meeting held on January 5, 2007, Mr. Loeffler informed the special committee that he had discussed with Mr. Shelton the protocol that the special committee expected management to follow in dealing with potential bidders, the roles of the special committee and management in the process, and the identity and responsibilities of potential financial advisors to the special committee, among other matters. In addition, the special committee determined that a telephonic meeting should be held with the Company s other outside directors (excluding Ms. DeParle) to brief such directors on the committee s activities.

At a meeting held on January 8, 2007, the special committee was advised by Baker Botts that management wished to schedule a meeting at which CCMP and GS would make a presentation to the special committee regarding a proposed transaction. After discussion, the special committee concluded that such a meeting should occur. Representatives of Baker Botts reported that negotiations with Lehman Brothers were substantially complete, but that they had not been able to reach mutually acceptable terms on which to engage another investment banking firm as co-financial advisor. After discussion, the special committee unanimously approved the engagement of Lehman Brothers as its sole financial advisor. Lehman Brothers began its due diligence review of the Company after the meeting. Also on January 8, 2007, the special committee held a telephonic meeting with the Company s other outside directors (excluding Ms. DeParle) to update them on the activities of the special committee.

During the last two weeks of December 2006 and first two weeks of January 2007, CCMP, GS and their representatives conducted a due diligence review of the Company including through access to physical and virtual data rooms. On January 5, 8 and 9, 2007, CCMP and GS and their representatives met with management to further discuss the Company s business, financial performance, strategies and prospects.

On January 12, 2007, the special committee, together with its advisors, met with management and with CCMP, GS and their representatives, at which meeting CCMP and GS presented a proposal to acquire the Company at a price of $45.00 per share in cash, and delivered equity and debt financing commitment letters, a draft merger agreement and a form of guarantee agreement to be entered into by the sponsors. The draft merger agreement included a 25-day go-shop period during which alternative proposals could be solicited, a $90 million (representing approximately 2.2% of the total equity value of the proposed transaction) termination fee payable if the Company pursued an alternative transaction with a party who submitted a competing proposal during the go-shop period, a $120 million (representing approximately 2.9% of the total equity value of the proposed transaction) termination fee payable under certain other circumstances and a right to match feature whereby the Company would be obligated to negotiate in good faith with Parent to make adjustments to the merger agreement so that the competing proposal would cease to be a superior proposal.

On January 15 and 16, 2007, the special committee and its advisors met to discuss the CCMP/GS proposal and possible alternatives thereto, including remaining an independent company. Lehman Brothers informed the

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special committee that it had received an unsolicited inquiry regarding a possible acquisition of the Company from a highly credible private equity group with ownership of a hospital company (Buyer A), thus creating the opportunity for operational synergies that could potentially lead to a proposal at a higher price than that proposed by CCMP/GS. The special committee and its advisors discussed the potential benefits and risks of opening up the process to two or more potential bidders. After concluding that the benefits (including principally the likelihood of optimizing value for the Company s stockholders) outweighed the risks, the special committee authorized Lehman Brothers to contact Buyer A. On January 16, 2007, Lehman Brothers contacted Buyer A. Buyer A responded favorably, executed a confidentiality agreement on January 17, 2007 (on terms substantially similar to the confidentiality agreements executed by CCMP and GS) and began a due diligence review of the Company, including through access to the same physical and virtual data rooms to which CCMP, GS and their representatives had access.

The special committee and its advisors continued to discuss the CCMP/GS proposal with representatives of CCMP and GS. On January 19, 2007, CCMP and GS revised their proposal to increase the purchase price to $46.75 per share in cash and in response to certain concerns expressed by the special committee regarding the terms of the go-shop provisions included in CCMP/GS initial proposal, proposed modifications to the length of the go-shop period (lengthening it to 30 days), other terms of the proposed go-shop provision (eliminating the right to match provision, among other modifications) and the amount of the go-shop termination fee in the draft merger agreement (decreasing it to $45 million or approximately 1.0% of the total equity value of the revised proposal).

On January 20, 2007, the special committee met with its advisors to review the revised acquisition proposal from CCMP/GS and to receive Lehman Brothers preliminary valuation analysis and its analysis of possible strategic alternatives for the Company. Representatives of Baker Botts reviewed with the special committee members their fiduciary duties in connection with the committee s evaluation of the revised acquisition proposal and the Company s other strategic alternatives. Representatives of Lehman Brothers reviewed with the special committee the revised CCMP/GS proposal, current healthcare industry trends and issues, Lehman Brothers preliminary valuation analysis of the Company and an assessment of potential strategic alternatives, namely continuing as an independent company, a leveraged recapitalization, a strategic merger or sale of the Company or a leveraged buyout. After extensive discussion, the special committee decided to defer any decision on the revised CCMP/GS proposal and the other strategic alternatives.

On January 21, 2007, the special committee s advisors provided Buyer A with a draft merger agreement. On January 23, 2007, the special committee received a preliminary, non-binding indication of interest letter from Buyer A indicating a potential cash purchase price for the Company in excess of $50.00 per share, subject to satisfactory completion of due diligence. Also on January 23, 2007, the special committee met with its advisors to discuss the indication of interest letter, and directed its advisors to request that Buyer A and CCMP/GS submit formal acquisition proposals by February 2, 2007. On January 25, 2007, CCMP and GS were provided with a markup of the draft merger agreement that they had provided reflecting the comments of the special committee and the Company.

For the remainder of January 2007, both interested groups and their representatives continued their respective due diligence investigations. Management met with Buyer A and its representatives on January 19, 26 and 27, 2007 to discuss the Company s operations, financial performance, strategies and prospects.

On January 30, 2007, TPG-Axon filed an amendment to its Schedule 13D indicating that it had increased its ownership to 8.87% of the outstanding Common Stock and stating that it expected to nominate an alternative slate of five candidates for election as directors at the Company s 2007 annual meeting of stockholders.

On February 2, 2007, the special committee received a proposal of $49.00 per share in cash from CCMP/GS and a proposal substantially below $49.00 per share in cash from Buyer A. Both bidders submitted proposed final merger agreements, and Buyer A submitted a debt financing commitment letter (CCMP/GS had previously submitted financing commitment documents). In addition, on February 2, 2007, Lehman Brothers received an

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unsolicited general inquiry from a highly credible private equity group with ownership of a hospital company (Buyer B). On February 3, 2007, representatives of Baker Botts, Lehman Brothers, the Company and Dewey Ballantine reviewed the proposed documentation submitted by the bidders and negotiated the terms of the merger agreement with representatives of CCMP/GS and their legal advisors.

On the evening of February 3, 2007, the special committee held a meeting with its legal and financial advisors in attendance. The special committee was advised that, through a series of negotiations, CCMP/GS had increased its proposed purchase price to $50.25 per share in cash, and that substantial progress had been made in negotiating the terms of the merger agreement with CCMP and GS. The special committee was also advised that the price per share offered by Buyer A was significantly less than $50.25. Lehman Brothers discussed with the special committee Buyer A s reasons in arriving at its proposed price, and Lehman Brothers views as to whether Buyer A would be willing to increase its proposed price to a level that would be competitive with the CCMP/GS proposal. Representatives of Baker Botts reviewed with the members of the special committee their fiduciary duties in connection with the evaluation of the submitted proposals and the Company s other strategic alternatives and reviewed in detail with the special committee the terms of the merger agreement negotiated with CCMP and GS. Lehman Brothers provided the special committee with a detailed review of the financial and structural terms of the revised CCMP/GS proposal, an updated valuation analysis of the Company and an updated assessment of other strategic alternatives, namely continuing as an independent company, a leveraged recapitalization, a strategic merger or sale of the Company or a leveraged buyout. Lehman Brothers reviewed with the special committee the Company s recent financial performance and current industry trends and discussed the unsolicited general inquiry received from Buyer B. The special committee discussed the proposals received, the inquiry by Buyer B and the Company s other strategic alternatives. The special committee reviewed in detail the revised provisions in the merger agreement with CCMP and GS that were designed to permit the Company to conduct an effective post-signing market check, including a revised go-shop provision allowing the Company to actively solicit alternative acquisition proposals, the lengthening of the go-shop period to 40 days, the elimination of a right to match in favor of CCMP and GS, the revised termination fee of $20 million plus up to $20 million in expense reimbursement payable by the Company in connection with any proposal made by an entity identified during the go-shop period (together, representing up to approximately 0.9% of the total equity value of the proposed transaction), and the $120 million termination fee (representing approximately 2.6% of the total equity value of the proposed transaction) payable if the board terminates the merger agreement to accept a superior proposal made by an entity other than an entity identified during the go-shop period in order to satisfy its fiduciary duties. The special committee also discussed the risks of delaying the current process to solicit Buyer B and other potentially interested parties to submit proposals prior to signing an agreement with the existing bidders, including the risk that the existing bidders might lower or withdraw their offers, leaving the Company with no firm transaction. The special committee also discussed the significant risk of leaks, distraction to management and disruption in Company operations that could result from delaying the process in order to contact multiple additional potential buyers.

The special committee met again on the morning of February 4, 2007 and continued its discussions. Prior to the meeting, each member of the special committee reviewed the draft merger agreement and a written summary of the material terms of the merger agreement. Representatives of Baker Botts reviewed with the special committee certain financial benefits that would accrue to the Company s management team under the Company s existing employee benefit plans and arrangements as a result of any change in control transaction, including the proposed merger. Lehman Brothers made a presentation on the financial aspects of the proposed merger and delivered its opinion to the special committee that, as of February 4, 2007 and based upon and subject to the matters described in the opinion, the merger consideration to be offered to holders of the Common Stock (other than Parent and its affiliates) was fair to such holders from a financial point of view. After extensive deliberation, the special committee unanimously determined that the CCMP/GS proposal was superior to the other strategic alternatives available to the Company, including remaining an independent company, and voted unanimously to recommend that the board of directors approve and declare advisable the merger agreement and the transactions contemplated thereby, including the merger, and that the board of directors recommend that the Company s stockholders adopt the merger agreement.

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Late in the morning on February 4, 2007, the board of directors held a meeting attended by all directors (other than Ms. DeParle) as well as Lehman Brothers, Baker Botts, Dewey Ballantine and members of the Company s senior management. The chairman of the special committee reviewed with the board the special committee s unanimous recommendation and its activities and analysis in that connection. Representatives of Baker Botts reviewed the legal advice given to the special committee, and reviewed a chronology of key events that had occurred since the formation of the special committee as well as the terms of the proposed merger agreement. Lehman Brothers made a presentation on the financial and structural terms of the proposed merger, and presented a valuation analysis of the Company and an analysis of the Company s strategic alternatives. Lehman Brothers then described the fairness opinion delivered to the special committee. Mr. Shelton discussed with the board the Company s recent financial performance and significant industry trends as well as his view that the proposed merger was advisable and in the best interests of the Company s stockholders. The board also discussed recent statements by activist stockholders.

After discussion, Messrs. Shelton and Parsons and the other members of management present, as well as the Dewey Ballantine representatives, left the meeting. The directors discussed the proposed merger, and reviewed information concerning certain financial benefits that would accrue to the Company s management team under the Company s existing benefit plans and arrangements as a result of any change in control transaction, including the proposed merger. The Company s general counsel and representatives of Dewey Ballantine rejoined the meeting. The directors further discussed the terms of the merger agreement, including the go-shop and termination fee provisions that would permit the Company, under the direction of the special committee, to actively solicit alternative acquisition proposals after the merger agreement was signed. After deliberation, the directors present unanimously approved the merger agreement and the merger and resolved to recommend to the Company s stockholders that they adopt the merger agreement. Messrs. Shelton and Parsons and Ms. DeParle did not take part in the vote or the deliberation preceding the vote.

Following the board meeting, on February 4, 2007, representatives of Baker Botts, the Company and Dewey Ballantine finalized the merger agreement, equity and debt commitment letters and guarantee agreements with representatives of CCMP and GS, the merger agreement was executed by all parties and Parent delivered the equity and debt commitment letters and guarantee agreements. Before the commencement of trading on the NYSE on February 5, 2007, we issued a press release announcing the merger. In addition, we issued a press release on February 5, 2007 previewing fourth quarter 2006 results which were below our previously issued earnings guidance and Wall Street consensus estimates.

Go-Shop Period Activities; Entry into the CHS Merger Agreement

Following the execution of the prior merger agreement, representatives of Lehman Brothers, under the direction of the special committee, contacted 28 potential acquirors and a number of investment banking firms that represent financial and strategic buyers of healthcare companies. On February 9, 2007, CHS executed a confidentiality agreement (on terms substantially similar to the confidentiality agreements signed by CCMP and GS) and began its preliminary due diligence review of the Company. Four other parties, including Buyer B, also executed confidentiality agreements (on terms substantially similar to the confidentiality agreements signed by CCMP and GS) and were given preliminary due diligence information. Thereafter, two such parties decided not to pursue a potential transaction. The remaining three parties, including Buyer B, CHS and one financial acquiror with ownership of a hospital company, gave preliminary indications of interest in a possible transaction at a price in excess of $50.25 per share and were given full access to the physical and virtual data rooms to conduct due diligence. Between February 22 and February 27, 2007, each of these parties also held meetings with the Company s management to discuss the Company s business, financial performance, strategies and prospects.

At a meeting held on March 5, 2007, Lehman Brothers updated the special committee on its activities during the go-shop period and developments with the solicited parties, including the fact that Buyer B had determined not to pursue a potential transaction. On March 6, 2007, Lehman Brothers, on behalf of the special committee, sent a letter to CHS outlining suggested procedures for the submission of any potential proposal.

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On March 15, 2007, the special committee received a letter from representatives of Kirkland & Ellis LLP, legal advisors to CHS, stating the intention of CHS to submit a full formal proposal the following day at a price in excess of $50.25 per share. The letter was accompanied by a proposed merger agreement from CHS and a redacted copy of a debt commitment letter from Credit Suisse and Wachovia Bank, National Association. The letter stated that CHS and its financing sources had completed their due diligence and that no additional diligence was required other than confirmatory review of an updated version of the Company disclosure letter. In addition, on March 15, 2007, Lehman Brothers contacted CCMP/GS to remind them of the end of the go-shop period at 11:59 p.m. on March 16, 2007.

At a meeting held on the morning of March 16, 2007, the special committee, with the exception of Mr. Loeffler, met via telephonic conference call. Representatives of Baker Botts reviewed with the special committee recent events occurring during the go-shop process, including the fact that all potential bidders except CHS had withdrawn from the process. The special committee was then briefed regarding the documents received from CHS on March 15, 2007 and was informed that a full formal proposal from CHS was expected later that day. The special committee and its legal advisors then reviewed and discussed the prior merger agreement and the requirements to be satisfied if CHS were to be an Excluded Party under that agreement (i.e., a party engaged in discussions with the Company as of the end of the go-shop period regarding a bona fide acquisition proposal). After further discussion regarding the ongoing discussions with CHS and its advisors, and the timing and substance of the expected CHS proposal, the special committee determined that CHS was an Excluded Party under the prior merger agreement. As a result of this determination, the Company was not required to keep CCMP/GS informed regarding any proposal from CHS.

In the afternoon of March 16, 2007, the special committee received a formal proposal from CHS whereby CHS proposed to acquire all of the outstanding shares of Common Stock for $54.00 per share in cash. In addition, on March 16, 2007, Lehman Brothers contacted CCMP/GS to ask them to submit any revised proposal prior to the end of the day.

From March 16, 2007 through March 18, 2007, the special committee s advisors negotiated the terms of the merger agreement with CHS advisors and representatives including negotiation of, among other issues, termination fees, reverse termination fees, liability for breaches of the merger agreement and the remedy of specific performance.

On March 17, 2007, Lehman Brothers contacted CCMP/GS to inquire whether they intended to submit a revised proposal. Representatives of CCMP/GS confirmed that they would not be submitting a revised proposal and that the $50.25 cash merger consideration contemplated in the prior merger agreement was their best and final offer.

On the evening of March 17, 2007, the special committee (with the exception of Mr. Sayers) held an in-person meeting with its financial and legal advisors. Representatives of Baker Botts reviewed with the members of the special committee their fiduciary duties in connection with the evaluation of the proposal submitted by CHS and the possible termination of the prior merger agreement and described the discussions and negotiations between the special committee s advisors and CHS advisors. Lehman Brothers then made its presentation to the special committee, discussing various matters including Lehman Brothers views as to the quality and certainty of the CHS financing as compared to that of the financing proposed by CCMP/GS and Lehman Brothers financial analysis of the price proposed by CHS. After additional discussion concerning the business philosophy and operating style of CHS, certainty of completion and other issues, the special committee met in executive session. At the conclusion of its deliberations, the special committee instructed its financial and legal advisors to meet with Company management to discuss certain topics, including the business philosophy and operating style of CHS, the impact of a transaction with CHS on various Company constituencies and certainty of completion issues, and to report back to the special committee the following day.

During the special committee meeting, the members of the special committee had an opportunity to review Lehman Brothers written materials, including its financial analysis of the CHS proposal and the draft merger

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agreement. On the morning of March 18, 2007, the special committee met with its financial and legal advisors. Mr. Loeffler first reviewed the previous days events with Mr. Sayers and copies of various written materials were provided to him. Baker Botts and Lehman Brothers then briefed the special committee on their meeting with Company management. Extensive discussion followed regarding alternative provisions that could be included in the merger agreement that would protect the Company in the event of a breach of the merger agreement by CHS. Representatives from Baker Botts left the meeting to call CHS legal advisors and discuss such alternatives and upon return, reported that CHS legal advisors had agreed in principle to unlimited actual damages in the event of a breach of the merger agreement by CHS and the right of the Company to seek specific performance of the merger agreement by CHS, in lieu of a reverse termination fee payable to the Company under certain circumstances. Lehman Brothers orally delivered its opinion to the special committee that the merger consideration to be received by our stockholders (other than CHS and its affiliates) pursuant to the CHS merger agreement was fair to such stockholders from a financial point of view. Baker Botts then reviewed the CHS merger agreement in detail with the members of the special committee. After extensive discussion, the special committee unanimously determined that the CHS proposal was superior to the CCMP/GS proposal, that the prior merger agreement should be terminated and the related termination fee and reimbursement amount should be paid to Panthera, and that the CHS merger agreement and the merger were advisable and fair to and in the best interests of the Company and our stockholders. The special committee voted unanimously to recommend to our board of directors that it terminate the prior merger agreement and approve and declare advisable the CHS merger agreement and the merger, and that our board of directors recommend that the Company s stockholders adopt the CHS merger agreement.

In the afternoon of March 18, 2007, the board of directors held a meeting attended by all directors, telephonically or in person (other than Ms. DeParle), as well as Lehman Brothers, Baker Botts, Dewey Ballantine and members of the Company s senior management. Mr. Loeffler reviewed with the board the CHS proposal as well as the special committee s unanimous recommendation and its activities and analysis in that regard. Representatives of Baker Botts reviewed the chronology of the events occurring during the go-shop period under the prior merger agreement and reviewed the terms of the CHS merger agreement. The board was also advised of its fiduciary duties. Lehman Brothers made a presentation to the board regarding, among other things, the financial and structural terms of the proposed transaction, and described the fairness opinion delivered to the special committee. Individual members of the special committee then made comments and reiterated their unanimous recommendation that the prior merger agreement be terminated and the CHS merger agreement be executed. The Company s chairman and chief executive officer expressed his view that termination of the prior merger agreement and approval of the CHS proposal was consistent with the fulfillment of the directors fiduciary obligations. After deliberation, the directors unanimously determined that the CHS proposal was superior to the CCMP/GS proposal, authorized the termination of the prior merger agreement, including the payment of the termination fee and reimbursement amount to Panthera, and approved and declared advisable the CHS merger agreement and the merger, and resolved to recommend to the Company s stockholders that they adopt the CHS merger agreement. Messrs. Shelton and Parsons and Ms. DeParle did not take part in the vote.

Following the board meeting, on March 18, 2007, the special committee s and the Company s advisors finalized the CHS merger agreement and the debt commitment letter with representatives of CHS and CHS delivered the executed debt commitment letter.

On March 19, 2007, in accordance with the terms of the prior merger agreement, the Company paid Panthera the $20 million termination fee and advanced $20 million to Panthera for its out-of-pocket expenses and terminated the prior merger agreement. After the prior merger agreement was terminated, CHS and the Company entered into the CHS merger agreement, and a press release announcing the transaction was issued. On that same date, Lehman Brothers delivered its written opinion to the special committee that, as of March 19, 2007, and based upon and subject to the matters described therein, the merger consideration to be received by the holders of the Common Stock (other than CHS and its affiliates) was fair to such holders from a financial point of view.

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

The Special Committee

The special committee unanimously determined that the CHS merger agreement was superior to the prior merger agreement, that the prior merger agreement should be terminated, that the required termination fee and expense reimbursement amount should be paid to Panthera, and that the CHS merger agreement and merger were advisable and fair to and in the best interests of the Company and our stockholders. The special committee unanimously recommended to our board of directors that it authorize and approve the termination of the prior merger agreement and payment of the amounts described above, that our board of directors approve and declare advisable the CHS merger agreement and the merger, and that our board of directors recommend that the Company s stockholders adopt the CHS merger agreement.

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

the fact that under the direction of the special committee, the Company and its advisors had actively solicited possible interested parties during the 40-day go-shop period provided for in the prior merger agreement;

the fact that during the 40-day go-shop period five parties executed confidentiality and standstill agreements and received limited diligence information on the Company, and the fact that three of those parties provided preliminary indications of interest, received extensive diligence information and participated in diligence meetings with the Company s management;

the fact that CHS was the only competing bidder to submit a company acquisition proposal (as such term is defined in the prior merger agreement) prior to the end of the 40-day go-shop period and the fact that no other competing bidder surfaced prior to the special committee s recommendation of the CHS merger agreement to our board of directors;

the fact that the CHS cash merger price of $54.00 per share was considerably higher (7.5%) than the CCMP/GS cash merger price of $50.25 per share;

the current and historical market prices of the Common Stock, including the market price of the Common Stock relative to a composite of other publicly held acute care hospital companies; the fact that the CHS cash merger price of $54.00 per share represented a premium of approximately 24.8% to the closing share price of the Common Stock on February 2, 2007, the last day of trading prior to the signing of the prior merger agreement, approximately 33.4% to the closing share price of the Common Stock on January 11, 2007, the last day of trading prior to the special committee s receipt of the initial CCMP/GS proposal, and approximately 18.2% and 48.2%, respectively, to the 52-week high and low sale prices of the Common Stock for the 52-week period ending on February 2, 2007;

the information contained in the financial presentations of Lehman Brothers, including the opinion of Lehman Brothers dated March 19, 2007 as to the fairness, from a financial point of view, to our stockholders (other than CHS and its affiliates), of the merger consideration to be received by such holders in the merger (see Opinion of Financial Advisor);

the efforts made by the special committee and its advisors to negotiate and execute a merger agreement containing financial and other terms that were favorable to the Company;

the financial and other terms and conditions of the merger agreement, including the fact that the merger was not subject to a financing condition and was not subject to a stand-alone material adverse effect closing contingency, and the fact that all terms and

conditions of the merger agreement were the product of arm s length negotiation between the parties;

the likelihood that the merger will be completed, including the fact that CHS had arranged committed financing for the transaction from reputable sources such that the special committee had a high degree of comfort that the necessary financing would be obtained by CHS;

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the significant level of efforts that CHS must use under the merger agreement to obtain governmental and regulatory approvals for the merger, including, if necessary, divestiture of relevant hospitals or other assets;

the special committee s belief that its process was designed to maximize value for the stockholders of the Company;

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

the fact that, notwithstanding completion of the 40-day go-shop period under the prior merger agreement, the CHS merger agreement provides that, under certain circumstances and subject to certain conditions (including payment of a $130 million termination fee and the reimbursement of certain amounts), the Company can furnish information to and conduct negotiations with a third party, terminate the merger agreement, and enter into an agreement relating to a superior proposal (as such term is defined in the merger agreement) with a third party;

the special committee s belief that the termination fee of $130 million (representing approximately 2.6% of the total equity value of the proposed transaction) payable by the Company to CHS under the circumstances was reasonable;

the fact that our stockholders will have the opportunity to approve or disapprove of the merger at the meeting of stockholders called and held for that purpose;

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

the commitment made by CHS to treat the Company s employees in a fair and equitable manner, including to provide (until December 31, 2008) each employee of the Company with salary or hourly wage rates, commission structures and opportunities, and/or target cash bonus opportunities under annual programs (other than equity-based compensation or award opportunities) as well as employee severance, pension and welfare benefits (other than equity-based benefits) that are not less favorable in the aggregate than those provided to employees immediately prior to the merger;

the fact that the Company is contractually entitled to seek specific enforcement by a court of the performance of the terms and provisions of the merger agreement by CHS and Merger Sub; and

the fact that the Company is contractually entitled to pursue actual damages from CHS or Merger Sub, without a contractual limit or ceiling, in the event of a breach of the merger agreement by CHS or Merger Sub.

In addition to the factors set forth above, the special committee considered the following substantive factors, among others, in initially deciding to recommend a sale of the Company pursuant to the prior merger agreement. Such factors were equally relevant to the special committee s subsequent decision to recommend a sale of the Company pursuant to the CHS merger agreement.

its belief that a sale of the Company was more favorable to our stockholders than the alternative of remaining a stand-alone, independent company because of the uncertain returns to our stockholders if the Company remained independent in light of (i) the Company s business, operations, financial condition, strategy and prospects, (ii) recent and anticipated future operating results and the risks involved in achieving those results, (iii) industry trends and (iv) general industry, economic, market and regulatory conditions,

both on an historical and on a prospective basis;

its belief that a sale of the Company was more favorable to our stockholders than the potential value that might result from other alternatives available to the Company, including the alternatives of

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pursuing other strategic initiatives such as a leveraged recapitalization or stock repurchases, given the potential rewards, risks and uncertainties associated with those alternatives, as reviewed with Lehman Brothers;

the likely negative impact on the market price of the Common Stock from our anticipated fourth quarter 2006 earnings, which were expected to be below the Company s previously issued earnings guidance and Wall Street consensus estimates, and management s estimates of our future financial performance and earnings;

the competitive landscape of the markets in which the Company operates and its positions in such markets;

the reimbursement environment for health care providers generally and for acute care hospital companies in particular, as well as related trends in collection and bad debt levels and experience; and

the views expressed by the Company s chief executive officer regarding the risks associated with remaining independent, including trends expected to continue to confront the acute care hospital industry such as, among others, rising bad debt expense, and the recommendation of the Company s chief executive officer that a sale transaction be pursued.

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

the risks and costs to the Company if the merger is not completed, including the diversion of management and employee attention, potential employee attrition, the potential effect on the Company s business and facilities and its relationships with physicians, patients, joint venture partners, local communities and others, and the likely negative effect on the trading price of the Common Stock;

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

the fact that some of the Company s executive officers and directors have interests in the merger that are different from, or in addition to, those of the Company s stockholders generally (see Interests of the Company s Directors and Executive Officers in the Merger);

the cost of terminating the prior merger agreement, including the payment to Panthera of a termination fee of $20 million and $20 million to cover expenses, which amounts were to be reimbursed to the Company by CHS, and the Company s obligation to repay such amounts to CHS if the CHS merger agreement is terminated under certain circumstances;

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

the fact that the CHS merger agreement did not provide for a go-shop period or a reverse termination fee payable to the Company;

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

the fact that while the merger is expected to be completed, there is no assurance that all conditions to the parties obligations to complete the merger will be satisfied or waived, and as a result, it is possible that the merger might not be completed even if approved by the Company s stockholders; and

the fact that there is a risk that CHS will not be able to obtain all necessary financing to consummate the merger.

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The foregoing discussion summarizes the material factors considered by the special committee in its consideration of the CHS merger agreement and the merger. After considering these factors, the special committee concluded that the positive factors relating to the CHS merger agreement and the merger outweighed the potential negative factors. In view of the wide variety of factors considered by the special committee and the complexity of these matters, the special committee did not find it practicable to quantify or otherwise assign relative weights to any of the foregoing factors. In addition, individual members of the special committee may have assigned different weights to various factors. The special committee unanimously recommended to our board of directors that the board of directors terminate the prior merger agreement and approve the CHS merger agreement and the merger based upon the totality of the information presented to and considered by it.

Our Board of Directors

The board of directors, by unanimous action of all members (other than Messrs. Shelton and Parsons and Ms. DeParle, who did not take part in the vote) and following the unanimous recommendation of the special committee (i) approved the termination of the prior merger agreement, (ii) determined that the merger agreement and the merger are advisable and fair to, and in the best interests of, the Company and its stockholders, (iii) approved the merger agreement and the merger, and (iv) recommended that the Company s stockholders adopt the merger agreement.

In reaching these determinations, the board considered (i) a variety of business, financial and market factors, (ii) the financial presentation of Lehman Brothers, including the opinion of Lehman Brothers as to the fairness, from a financial point of view, to the holders of shares of Common Stock (other than CHS and its affiliates) of the merger consideration, (iii) each of the factors considered by the special committee in its unanimous recommendation, as described above and (iv) the unanimous recommendation of the special committee.

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

Our board of directors recommends that you vote FOR the adoption of the merger agreement and FOR the adjournment of the special meeting, if necessary, to solicit additional proxies.

Opinion of Financial Advisor

In January 2007, the special committee of Triad s board of directors engaged Lehman Brothers to act as its financial advisor with respect to its evaluation of strategic alternatives for Triad. On March 19, 2007, Lehman Brothers rendered its opinion to the special committee that, as of such date, and based on and subject to the matters stated in its opinion, from a financial point of view, the consideration to be offered to Triad s stockholders (other than CHS and its affiliates) in the merger was fair to such stockholders.

The full text of Lehman Brothers written opinion, dated March 19, 2007, is attached as Annex B to this proxy statement. Stockholders are encouraged to read Lehman Brothers opinion carefully in its entirety for a description of the assumptions made, procedures followed, factors considered and limitations on the review undertaken by Lehman Brothers in rendering its opinion. The following is a summary of Lehman Brothers opinion and the methodology that Lehman Brothers used to render its opinion. This summary is qualified in its entirety by reference to the full text of the opinion.

Lehman Brothers advisory services and opinion were provided for the information and assistance of the special committee in connection with its consideration of the merger. Lehman Brothers opinion is not intended

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to be and does not constitute a recommendation to any Triad stockholder as to how such stockholder should vote in connection with the merger. Lehman Brothers was not requested to opine as to, and Lehman Brothers opinion does not address, Triad s underlying business decision to proceed with or effect the merger.

In arriving at its opinion, Lehman Brothers reviewed and analyzed, among other things:

- the merger agreement and the specific terms of the merger;
- publicly available information concerning Triad that Lehman Brothers believed to be relevant to its analysis, including Triad s Annual Report on Form 10-K for the fiscal year ended December 31, 2006;
- financial and operating information with respect to Triad s business, operations and prospects furnished to Lehman Brothers by Triad, including (i) financial projections of Triad prepared by Triad s management, referred to as the Projections, and (ii) financial projections of Triad adjusted by Triad s management to reflect the sensitivity of a range of potential bad debt expense levels, referred to as the Sensitivity Case Projections;
- independent equity research analysts estimates of Triad s future financial performance;
- a trading history of the Common Stock from February 2, 2006 through February 2, 2007 and a comparison of that trading history with those of other companies that Lehman Brothers deemed relevant;
- the results of Lehman Brothers efforts to solicit proposals from third parties with respect to an acquisition of Triad;
- a comparison of Triad s historical financial results and present financial condition with those of other companies that Lehman Brothers deemed relevant; and
- a comparison of the financial terms of the merger with the financial terms of other transactions that Lehman Brothers deemed relevant.

In addition, Lehman Brothers had discussions with Triad s management concerning its business, operations, assets, financial condition and prospects and undertook such other studies, analyses and investigations as Lehman Brothers deemed appropriate.

In arriving at its opinion, Lehman Brothers assumed and relied on the accuracy and completeness of the financial and other information used by Lehman Brothers without assuming any responsibility for independent verification of such information. Lehman Brothers further relied on the assurances of Triad s management that they were not aware of any facts or circumstances that would make such information inaccurate or misleading. With respect to the Projections, on Triad s advice, Lehman Brothers assumed that such projections were reasonably prepared on a basis reflecting the best currently available estimates and judgments of Triad s management as to Triad s future financial performance and that Triad would perform substantially in accordance with such projections. However, for the purpose of its analysis, Lehman Brothers also considered the Sensitivity Case Projections and, on Triad s advice, Lehman Brothers assumed that such projections were a reasonable basis on which to evaluate Triad s future financial performance, and Lehman Brothers also relied on such projections in performing its analysis. In arriving at its opinion, Lehman Brothers did not conduct a physical inspection of Triad s properties and facilities and did not conduct or obtain any evaluations or appraisals of Triad s assets or liabilities. Lehman Brothers opinion was necessarily based on market, economic and other conditions as they existed on, and could be evaluated as of, March 19, 2007. The special committee imposed no limitations on Lehman Brothers with respect to the scope of the investigations made or procedures followed in rendering its opinion.

The following is a summary of the material financial analyses used by Lehman Brothers in connection with providing its opinion to the special committee. **The financial analyses summarized below include information presented in tabular format. In order to fully understand the financial analyses used by Lehman Brothers,**

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the tables must be read together with the text of each summary. Considering any portion of such analyses and of the factors considered, without considering all analyses and factors, could create a misleading or incomplete view of the process underlying Lehman Brothers opinion.

Historical Share Price Analysis

Lehman Brothers considered historical data with regard to the trading prices of shares of Common Stock for the period from February 2, 2006 to February 2, 2007, the last trading day prior to the date that Triad entered into the prior merger agreement with Panthera, and the relative stock price performances during this same period of the Common Stock, the Standard & Poor s 500 Index and the common stocks of the selected companies listed under the caption Comparable Company Analysis below. The foregoing historical share price analysis was presented to the special committee to provide it with background information and perspective with respect to the relative historical share price of the Common Stock. Lehman Brothers noted that during this period, the closing share price of Common Stock ranged from a low of $36.44 to a high of $45.67, as compared to the per share merger consideration of $54.00.

Comparable Company Analysis

In order to assess how the public market values shares of similar publicly traded companies, Lehman Brothers, based on its experience with companies in the acute care facilities industry, reviewed and compared specific financial and operating data relating to Triad with selected companies that Lehman Brothers deemed comparable to Triad, consisting of Community Health Systems, Inc., Health Management Associates, Inc., LifePoint Hospitals, Inc., Tenet Healthcare Corp. and Universal Health Services, Inc.

As part of its comparable company analysis, Lehman Brothers calculated and analyzed Triad s and each of the comparable companies ratios of current stock price to estimated 2006 and 2007 earnings per share, commonly referred to as a price earnings ratio, or P/E. Lehman Brothers also calculated and analyzed the ratios implied by Triad s and each of the comparable companies enterprise values in relation to estimated 2006 and 2007 earnings before interest, taxes, depreciation and amortization, commonly referred to as EBITDA. The enterprise value of each company was obtained by adding its short and long term debt to the sum of the market value of its common equity and the book value of any minority interest, and subtracting its cash and cash equivalents. The expected earnings per share attributable to Triad and its components as well as Triad s EBITDA were determined using information provided by Triad s management, and ratios for the selected comparable companies were calculated based on publicly available financial data and estimates and closing prices as of March 16, 2007, the last trading day prior to the delivery of Lehman Brothers opinion. The ratios for Triad were calculated using the closing price on February 2, 2007, the last trading day prior to the date that Triad entered into the prior merger agreement with Panthera. The results of these analyses are summarized as follows and resulted in a range of $38.25-$44.00 per share, as compared to the per share merger consideration:

	Comparison of P/E Ratios		Comparison of Enterprise Value to EBITDA Ratios	
	2006	**2007**	**2006**	**2007**
Low of Selected Companies	15.2x	14.8x	8.4x	7.4x
High of Selected Companies	21.7x	18.9x	10.2x	9.6x
Triad as of February 2, 2007	17.3x	16.2x	8.0x	7.3x
Triad at Proposed Per Share Merger Consideration	22.6x	22.0x	9.8x	8.9x

Lehman Brothers selected the comparable companies above because their businesses and operating profiles are reasonably similar to those of Triad. However, because of the inherent differences between the business, operations and prospects of Triad and the businesses, operations and prospects of the selected comparable

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companies, no comparable company is exactly the same as Triad. Therefore, Lehman Brothers believed that it was inappropriate to, and therefore did not, rely solely on the quantitative results of the comparable company analysis. Accordingly, Lehman Brothers also made qualitative judgments concerning differences between the financial and operating characteristics and prospects of Triad and the companies included in the comparable company analysis that would affect the public trading values of each in order to provide a context in which to consider the results of the quantitative analysis. These qualitative judgments related primarily to the differing sizes, growth prospects, profitability levels and degree of operational risk between Triad and the companies included in the comparable company analysis.

Present Value of Research Analysts 12-Month Price Targets Analysis

Lehman Brothers evaluated the present value of equity research analysts projected 12-month price targets for the Common Stock and compared them to the Common Stock s current trading price as of February 2, 2007 and the proposed per share merger consideration. The present value of the research analysts price targets was obtained by dividing the current 12-month price target as of February 2, 2007 by one plus Triad s estimated cost of equity. The following table presents the results of this analysis, as compared to the per share merger consideration of $54.00:

	Period Prior to Announcement	
Research Analysts Price Targets	**12-Month Target Price**	**Present Value of 12-Month Target Price**
Average	$ 42.88	$ 39.33
Low	$ 28.00	$ 25.75
High	$ 51.00	$ 46.75

Discounted Cash Flow Analysis

As part of its analysis, and in order to estimate the present value of the Common Stock, Lehman Brothers prepared five-year and ten-year discounted cash flow analyses for Triad s after-tax unlevered free cash flows for fiscal years 2007 through 2011 and 2007 through 2016, respectively.

A discounted cash flow analysis is a traditional valuation methodology used to derive a valuation of an asset by calculating the present value of estimated future cash flows of the asset. Present value refers to the current value of future cash flows or amounts and is obtained by discounting those future cash flows or amounts by a discount rate that takes into account macro-economic assumptions and estimates of risk, the opportunity cost of capital, expected returns and other appropriate factors. Lehman Brothers performed a five-year discounted cash flow analysis for Triad by adding (1) the present value of Triad s projected after-tax unlevered free cash flows for fiscal years 2007 through 2011 to (2) the present value of Triad s terminal value as of 2011. In addition, Lehman Brothers performed a ten-year discounted cash flow analysis for Triad by adding (1) the present value of Triad s projected after-tax unlevered free cash flows for fiscal years 2007 through 2016 to (2) the present value of Triad s terminal value as of 2016. Terminal value refers to the value of all future cash flows from an asset at a particular point in time. The expected future cash flow attributable to Triad and its components was determined using information provided by Triad s management.

Lehman Brothers estimated, after taking into account ratios of selected comparable acute care facility companies enterprise values to their last 12 months, commonly referred to as LTM, EBITDA, a range of terminal values in 2011 calculated based on enterprise value to EBITDA ratios of 6.5x to 8.0x. Lehman Brothers further estimated a range of terminal values in 2016 based on a terminal growth rate of 3.75% to 4.25%. Lehman Brothers discounted the unlevered free cash flow streams and the estimated terminal value to present value using a range of discount rates from 7.25% to 7.75%. The discount rates used in this analysis were chosen by Lehman Brothers based on its expertise and experience with the acute care facilities industry and also on an analysis of the weighted average cost of capital of Triad and of comparable companies. Lehman Brothers calculated per-share equity values by first determining a range of enterprise values of Triad and adding the

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present values of the after-tax unlevered free cash flows and terminal values for each EBITDA terminal multiple and discount rate scenario, and then subtracting from the enterprise values the net debt (which is total debt minus cash) and book value of Triad s minority interest, and dividing those amounts by the number of diluted shares of Common Stock. The discounted cash flow analysis for Triad was performed for two scenarios: one based on the Projections, and the other based on a Sensitivity Case Projection. The following table presents the results of this analysis, as compared to the per share merger consideration of $54.00:

	Range		Midpoint Range	
Five-Year Discounted Cash Flow Analysis				
Projections	$42.19	$57.92	$47.62	$52.32
Sensitivity Case Projection	$45.30	$61.54	$50.90	$55.75
Ten-Year Discounted Cash Flow Analysis				
Projections	$35.29	$53.90	$43.27	
Sensitivity Case Projection	$42.22	$62.80	$51.05	

Comparable Transaction Analysis

Using publicly available information, Lehman Brothers reviewed and compared the purchase prices and financial multiples paid or proposed to be paid in eight completed or proposed acquisitions of companies that Lehman Brothers, based on its experience with merger and acquisition transactions, deemed relevant to arriving at its opinion. Lehman Brothers chose the transactions used in the comparable transaction analysis based on the similarity of the target companies in the transactions to Triad in the size, mix, margins and other characteristics of their businesses. Lehman Brothers reviewed the following transactions:

Date Announced	Acquiror	Target
February 5, 2007	CCMP Capital Advisors, LLC and Goldman, Sachs & Co	Triad Hospitals, Inc.
July 24, 2006	Bain Capital LLC, Kohlberg Kravis Roberts & Co., and Merrill Lynch & Co.	HCA Inc.
August 16, 2004	LifePoint Hospitals, Inc.	Province Healthcare Co.
July 23, 2004	The Blackstone Group	Vanguard Health Systems, Inc.
May 5, 2004	Investor group led by Texas Pacific Group	IASIS Healthcare Corp.
October 19, 2000	Triad Hospitals, Inc.	Quorum Health Group, Inc.
October 17, 1996	Tenet Healthcare Corp.	OrNda HealthCorp
June 10, 1996	Fortsmann Little & Co.	Community Health Systems, Inc.

Using publicly available information available for each of the selected transactions, Lehman Brothers calculated purchase price as a multiple of LTM EBITDA. The same analysis was conducted using LTM EBITDA of Triad for purposes of comparing the selected transactions to the proposed merger. The following table presents the results of this analysis and resulted in a range of $39.25-$52.00 per share, as compared to the per share merger consideration:

	Transaction Value/ LTM EBITDA
Low of Selected Transactions	7.8x
High of Selected Transactions	12.1x
Triad at Proposed Per Share Merger Consideration	9.8x

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Transaction Premium Analysis

Lehman Brothers reviewed the premiums paid in acquisitions of domestic public targets with values between $2.5 billion and $10.0 billion announced between January 1, 2004 and March 16, 2007 and in leveraged buyout transactions greater than $1.0 billion announced between January 1, 2004 and February 2, 2007. Lehman Brothers calculated the premium per share paid by the acquiror compared to the share price of the target company prevailing one day prior to the announcement of the transaction. This analysis produced average premiums of 20.8% and 16.8% for the domestic public target acquisitions and leveraged buyout transactions, respectively. Lehman Brothers noted that the proposed per share merger consideration represented a premium of 24.8% to the closing price of the Common Stock on February 2, 2007, the last trading day prior to the date that Triad entered into the prior merger agreement with Panthera, a premium of 33.4% to the closing price of the Common Stock on January 11, 2007, the last trading day prior to Panthera s initial proposal to acquire Triad, and a premium of 46.2% to the closing price of the Common Stock on November 1, 2006, the trading day on which the initial Schedule 13D filed by TPG-Axon to disclose its ownership interest in Triad was accepted by the SEC. This analysis resulted in a range of $42.00-$50.25 per share, as compared to the per share merger consideration.

Leveraged Acquisition Analysis

Additionally, Lehman Brothers performed a leveraged acquisition analysis in order to ascertain a range of prices that Lehman Brothers believed would be attractive to potential financial buyers based on current market conditions. Lehman Brothers assumed the following in its analysis: (i) a capital structure consisting of a total debt to EBITDA ratio of 7.9x, (ii) an equity investment that would achieve a five-year rate of return of approximately 18% to 22%, and (iii) a 2010 projected EBITDA exit multiple of 7.0x and 8.0x. The leveraged acquisition analysis for Triad was performed based on the Projections and a Sensitivity Case Projection. This analysis resulted in a range of $40.00-$52.50 per share, as compared to the per share merger consideration.

General

In connection with the review of the merger by the special committee, Lehman Brothers performed a variety of financial and comparative analyses for purposes of rendering its opinion. The preparation of a fairness opinion is a complex process and is not necessarily susceptible to partial analysis or summary description. In arriving at its opinion, Lehman Brothers considered the results of all of its analyses as a whole and did not attribute any particular weight to any analysis or factor considered by it. Furthermore, Lehman Brothers believes that the summary provided and the analyses described above must be considered as a whole and that selecting any portion of its analyses, without considering all of them, would create an incomplete view of the process underlying its analyses and opinion. In addition, Lehman Brothers may have given various analyses and factors more or less weight than other analyses and factors and may have deemed various assumptions more or less probable than other assumptions, so that the ranges of valuations resulting from any particular analysis described above should not be taken to be Lehman Brothers view of the actual value of Triad.

In performing its analyses, Lehman Brothers made numerous assumptions with respect to industry risks associated with reserves, industry performance, general business and economic conditions and other matters, many of which are beyond Triad s control. Any estimates contained in Lehman Brothers analyses are not necessarily indicative of future results or actual values, which may be significantly more or less favorable than those suggested by such estimates. The analyses performed were prepared solely as part of Lehman Brothers

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analysis of the fairness from a financial point of view to Triad stockholders and were prepared in connection with the delivery by Lehman Brothers of its opinion, dated March 19, 2007, to the special committee. The analyses do not purport to be appraisals or to reflect the prices at which shares of Common Stock might trade following announcement of the merger.

The terms of the merger were determined through arm s length negotiations between the special committee and its advisors and CHS and its advisors and were unanimously approved by Triad s board of directors. Lehman Brothers did not recommend any specific amount or form of consideration to Triad or that any specific amount or form of consideration constituted the only appropriate consideration for the merger. Lehman Brothers opinion was provided to the special committee to assist it in its consideration of the proposed merger. Lehman Brothers opinion does not address any other aspect of the proposed merger and does not constitute a recommendation to any stockholder as to how to vote or to take any other action with respect to the merger. Lehman Brothers opinion was one of the many factors taken into consideration by the special committee and the board of directors in making their unanimous determinations to recommend approval of the merger agreement. Lehman Brothers analyses summarized above should not be viewed as determinative of the opinion of the special committee or Triad s board of directors with respect to the value of Triad or of whether the special committee or Triad s board of directors would have been willing to agree to a different amount or form of consideration.

Lehman Brothers is an internationally recognized investment banking firm and, as part of its investment banking activities, is regularly engaged in the valuation of businesses and their securities in connection with mergers and acquisitions, negotiated underwritings, competitive bids, secondary distributions of listed and unlisted securities, private placements and valuations for corporate and other purposes. The special committee selected Lehman Brothers because of its expertise, reputation and familiarity with Triad and the acute care facilities industry generally and because its investment banking professionals have substantial experience in transactions comparable to the merger.

As compensation for its services in connection with the merger, Triad has agreed to pay Lehman Brothers a financial advisory fee of approximately $27 million, portions of which became payable on Lehman Brothers engagement and on the rendering of Lehman Brothers opinion to the special committee and a significant portion of which is contingent on the completion of the merger. In addition, Triad has agreed to reimburse Lehman Brothers for reasonable out-of-pocket expenses incurred in connection with the merger and to indemnify Lehman Brothers for certain liabilities that may arise out of its engagement by the special committee and the rendering of the Lehman Brothers opinion. Lehman Brothers in the past has rendered and expects in the future to render investment banking services to Triad, and has received, and expects to receive, customary fees for such services.

In the ordinary course of its business, Lehman Brothers actively trades in the debt or equity securities of Triad and of CHS for its own account and for the accounts of its customers and, accordingly, may at any time hold a long or short position in such securities.

Delisting and Deregistration of Common Stock

If the merger is completed, the Common Stock will be delisted from the NYSE and deregistered under the Exchange Act and we will no longer file periodic reports with the SEC on account of the Common Stock.

Regulatory Approvals

Under the HSR Act and the rules promulgated thereunder by the FTC, the merger cannot be completed until Triad and CHS file a notification and report form under the HSR Act and the applicable waiting period has expired or been terminated. Triad and CHS filed their respective notification and report forms under the HSR Act with the FTC and the Antitrust Division of the DOJ on March 23, 2007. At any time before or after consummation of the merger, the Antitrust Division or the FTC could take such action under the antitrust laws as it deems necessary or desirable in the public interest, including seeking to enjoin the consummation of the merger

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or seeking divestiture of substantial assets of Triad or CHS. At any time before or after the consummation of the merger, any state could take such action under the antitrust laws as it deems necessary or desirable in the public interest. Such action could include seeking to enjoin the consummation of the merger or seeking divestiture of substantial assets of Triad or CHS. Private parties may also seek to take legal action under the antitrust laws under certain circumstances.

Federal and state laws and regulations may require that Triad or CHS obtain approvals, consents or certificates of need from, file new license and/or permit applications with, and/or provide notice to, applicable governmental authorities in connection with the merger.

See The Merger Agreement Efforts to Complete the Merger for information on the obligations of the parties under the merger agreement to obtain the regulatory approvals required to consummate the merger.

Financing of the Merger

General

CHS estimates that the total amount of funds necessary to complete the proposed merger and the related transactions is approximately $9.065 billion, which includes approximately $5.0 billion to be paid to Triad s stockholders, with the remaining funds to be used to refinance certain existing indebtedness, including Triad s and CHS existing bank debt, Triad s 7% Senior Notes due 2012 and 7% Senior Subordinated Notes due 2013 and CHS 6½% Senior Subordinated Notes due 2012, and to pay customary fees and expenses in connection with the proposed merger, the financing arrangements and the related transactions.

Pursuant to the merger agreement, CHS and Merger Sub are obligated to use their reasonable best efforts to obtain the debt financing described below as promptly as practicable taking into account the expected timing of the marketing period and the September 30, 2007 (or if the marketing period is not completed by then, October 31, 2007) merger agreement end date. In the event that any portion of the debt financing becomes unavailable on the terms contemplated in the agreements in respect thereof, CHS is obligated to use its reasonable best efforts to arrange alternative financing from alternative sources on terms no less favorable to CHS (as determined in the reasonable judgment of CHS).

CHS has received a debt commitment letter, dated as of March 16, 2007, from Credit Suisse (CS), Credit Suisse Securities (USA) LLC (CS Securities and together with CS and their respective affiliates, Credit Suisse), Wachovia Bank, National Association (WBNA), Wachovia Investment Holdings, LLC (WIH) and Wachovia Capital Markets, LLC (WCM and, together with WBNA, WIH and their respective affiliates, Wachovia, with Credit Suisse and Wachovia together being referred to as the Initial Lenders) pursuant to which the Initial Lenders have agreed to commit to provide to CHS/Community Health Systems, Inc., a wholly owned subsidiary of CHS (the Borrower), the following facilities, subject to the conditions set forth therein:

- senior secured credit facilities (the Senior Facilities) in an aggregate principal amount of $6,950,000,000; and
- a senior unsecured bridge facility (the Bridge Facility) in an aggregate principal amount of up to $3,365,000,000.

The Senior Facilities and the Bridge Facility are collectively referred to herein as the Facilities.

The debt commitments expire on October 31, 2007 (or such earlier date on which the merger agreement terminates). The documentation governing the Facilities has not been finalized and, accordingly, the actual terms thereof may differ from those described in this proxy statement.

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Conditions Precedent to the Debt Commitments

The availability of the Senior Facilities and the Bridge Facility is subject to, among other things, consummation of the merger in accordance with the merger agreement (and no provision thereof being waived or amended in a manner materially adverse to the lenders without the consent of the arrangers), each of Triad s and CHS existing credit agreements having been paid in full, Triad s 7% Senior Notes due 2012 and 7% Senior Subordinated Notes due 2013 and CHS 6/2% Senior Subordinated Notes due 2012 having been purchased pursuant to tender offers (or, to the extent not purchased, amended pursuant to a consent solicitation in which consents are received from holders of a majority in outstanding principal amount of each issue) or funds having been deposited for the discharge of such notes, CHS and its subsidiaries having only specified indebtedness (after giving effect to the merger and other contemplated transactions), the execution of definitive credit documentation, the receipt of certain audited and unaudited financial statements of Triad and CHS, certain pro forma financial information and certain offering documentation and the receipt of customary closing documents and deliverables. Except for certain representations relating to, among other things, the authorization, enforceability, priority and security of the Facilities, the only representations which are a condition to the availability of the Facilities at the consummation of the merger are such of the representations made by Triad in the merger agreement that are material to the interests of the lenders (including, without limitation, there not having been between December 31, 2005 and the date of the merger agreement, any event, state of facts, circumstance, development, effect, change or occurrence that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the Company (as defined in the merger agreement)), without giving effect to any material waiver of the terms of the merger agreement effected without the consent of the arrangers, but only to the extent that CHS has the right to terminate its obligations under the merger agreement as a result of a breach of such representations and other specific representations.

Senior Secured Credit Facilities

The Senior Facilities will be composed of:

- a seven-year senior secured term loan facility in an aggregate principal amount of up to $5,700,000,000 (the Closing Date Term Facility), the proceeds of which will be used to finance, in part, the merger, the refinancing of existing indebtedness and related costs;

- a seven-year senior secured delayed draw term loan facility in an aggregate principal amount of $500,000,000 (the Delayed Draw Term Facility and together with the Closing Date Term Facility, the Term Facility), the proceeds of which will be used by Borrower from time to time for working capital and general corporate purposes; and

- a six-year senior secured revolving credit facility in an aggregate principal amount of $750,000,000 (the Revolving Facility), the proceeds of which will be used by Borrower from time to time for working capital and general corporate purposes.

The Revolving Facility will include sublimits for the issuance of letters of credit and swingline loans. No alternative financing arrangements or alternative financing plans have been made in the event that the senior secured credit facilities are not available as anticipated.

Securities Offering or Bridge Facility

The Borrower will either (i) issue not less than $3,365,000,000 in aggregate principal amount of its senior unsecured notes in a public offering or in a Rule 144A or other private placement or (ii) if the Borrower is unable

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to issue the senior unsecured notes on or prior to the merger closing date, borrow up to $3,365,000,000 in aggregate principal amount of senior unsecured increasing rate loans under the Bridge Facility. The bridge loans, if any, will be reduced by the amount of notes issued by the Borrower on or prior to the merger closing date.

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

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

Treatment of Stock Options

As of March 19, 2007, there were approximately 3,025,539 shares of Common Stock issuable pursuant to stock options granted under our equity incentive plans to our current executive officers and directors. Except as otherwise agreed to by the holder and CHS, each outstanding option held by an executive officer or director as of the effective time of the merger will become fully vested (to the extent not already vested) and will be cancelled and converted into the right to receive a cash payment equal to the number of shares of Common Stock underlying the option multiplied by the amount (if any) by which $54.00 exceeds the option exercise price, without interest and less any applicable withholding taxes.

The following table identifies, for each person who has been a director or executive officer of the Company at any time since January 1, 2006, the aggregate number of shares of Common Stock subject to outstanding vested and unvested options as of March 19, 2007, the aggregate number of shares of Common Stock subject to outstanding unvested options that will become fully vested in connection with the merger, the weighted average exercise price and the value of such unvested options, and the weighted average exercise price and value of vested and unvested options. The information assumes that all such options remain outstanding on the closing date of the merger.

Name	Aggregate Number of Shares Subject to Vested and Unvested Options	Aggregate Number of Shares Subject to Unvested Options	Weighted Average Exercise Price of Unvested Options	Value of Unvested Options (1)	Weighted Average Exercise Price of Vested and Unvested Options	Value of Vested and Unvested Options (2)
Directors						
Nancy-Ann DeParle	43,000	5,875	$ 31.08	$ 134,646	$ 29.37	$ 1,059,205
Barbara A. Durand, R.N., Ed.D.	46,000	5,875	$ 31.08	$ 134,646	$ 28.48	$ 1,173,978
Thomas F. Frist III (3)				$	$	$
Donald B. Halverstadt, M.D.	41,000	5,875	$ 31.08	$ 134,646	$ 29.58	$ 1,001,165
William J. Hibbitt	20,000	20,000	$ 41.12	$ 257,600	$ 41.12	$ 257,600
Michael K. Jhin	20,000	10,000	$ 34.19	$ 198,100	$ 34.19	$ 396,200
Dale V. Kesler	53,000	5,875	$ 31.08	$ 134,646	$ 26.39	$ 1,463,540
Thomas G. Loeffler, Esq.	25,625	5,875	$ 31.08	$ 134,646	$ 32.38	$ 553,989
Harriet R. Michel	20,000	10,000	$ 34.19	$ 198,100	$ 34.19	$ 396,200
Michael J. Parsons	379,755	60,000	$ 39.60	$ 864,150	$ 32.79	$ 8,055,752
Uwe E. Reinhardt, Ph.D.	67,000	5,875	$ 31.08	$ 134,646	$ 23.28	$ 2,058,540
Gale E. Sayers	23,750	5,875	$ 31.08	$ 134,646	$ 30.42	$ 560,045
James D. Shelton	876,909	75,000	$ 35.52	$ 1,386,000	$ 31.05	$ 20,123,449

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Name	Aggregate Number of Shares Subject to Vested and Unvested Options	Aggregate Number of Shares Subject to Unvested Options	Weighted Average Exercise Price of Unvested Options	Value of Unvested Options (1)	Weighted Average Exercise Price of Vested and Unvested Options	Value of Vested and Unvested Options (2)
Executive Officers (who are not directors)						
William L. Anderson	88,000	23,000	$ 40.08	$ 320,190	$ 35.78	$ 1,603,520
James R. Bedenbaugh	60,500	15,000	$ 40.18	$ 207,300	$ 35.28	$ 1,132,668
Thomas H. Frazier, Jr.	148,000	23,000	$ 40.08	$ 320,190	$ 33.80	$ 2,989,770
Christopher A. Holden	135,000	23,000	$ 40.08	$ 320,190	$ 33.63	$ 3,219,020
Rebecca Hurley	52,000	16,500	$ 39.62	$ 237,330	$ 36.45	$ 912,795
William R. Huston	131,000	27,500	$ 39.97	$ 385,875	$ 35.19	$ 2,464,310
W. Stephen Love	111,000	27,500	$ 39.97	$ 385,875	$ 35.54	$ 2,048,810
Nicholas J. Marzocco	118,000	23,000	$ 40.08	$ 320,190	$ 34.86	$ 2,259,020
G. Wayne McAlister	158,000	23,000	$ 40.08	$ 320,190	$ 33.63	$ 3,219,020
Daniel J. Moen	295,000	55,000	$ 39.97	$ 771,750	$ 34.02	$ 5,895,400
Marsha D. Powers	90,000	23,000	$ 40.08	$ 320,190	$ 36.01	$ 1,619,040

(1) Illustrates the economic value of all unvested options that will become fully vested and cashed out in connection with the merger. Calculated for each individual by multiplying the number of shares underlying unvested options by the difference, if any, between $54.00 (the per share amount of merger consideration) and the weighted average exercise price of the unvested options.

(2) Illustrates the economic value of all options (whether vested or unvested) to be cancelled and cashed out in connection with the merger. Calculated for each individual by multiplying the aggregate number of shares subject to options by the difference between $54.00 (the per share amount of merger consideration) and the weighted average exercise price of all such options.

(3) Mr. Frist resigned from our board of directors effective as of October 31, 2006.

Treatment of Restricted Stock and Deferred Stock Units

As of March 19, 2007, there were approximately 467,525 shares of restricted stock and 24,883 deferred stock units granted under our equity incentive plans and stock purchase plans to our current executive officers and directors. Except as otherwise agreed to by the holder and CHS, each outstanding share of restricted stock and each outstanding deferred stock unit held by an executive officer or director as of the effective time of the merger will become fully vested, if applicable, and will be cancelled and converted into the right to receive $54.00 in cash (together with the value of any deemed dividend equivalents accrued but unpaid in the case of a restricted share unit), without interest and less any applicable withholding taxes.

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The following table identifies, for each person who has been a director or executive officer of the Company at any time since January 1, 2006, the aggregate number of shares of restricted stock and deferred stock units as of March 19, 2007 and the value of such restricted stock and deferred stock units that will become fully vested, if applicable, in connection with the merger. The information assumes that all such shares of restricted stock and deferred stock units remain outstanding on the closing date of the merger.

Name	Aggregate Shares of Restricted Stock	Aggregate Shares Subject to Deferred Stock Units	Value of Shares of Restricted Stock and Deferred Stock Units (1)
Directors			
Nancy-Ann DeParle	2,700	1,666	$ 235,764
Barbara A. Durand, R.N., Ed.D.	2,700	4,095	$ 366,930
Thomas F. Frist III (2)		6,079	$ 328,266
Donald B. Halverstadt, M.D.	2,700		$ 145,800
William J. Hibbitt	2,700	1,459	$ 224,586
Michael K. Jhin	2,700	4,034	$ 363,636
Dale V. Kesler	2,700	3,039	$ 309,906
Thomas G. Loeffler, Esq.	2,700	588	$ 177,552
Harriet R. Michel	2,700	2,747	$ 294,138
Michael J. Parsons	40,000		$ 2,160,000
Uwe E. Reinhardt, Ph.D.	2,700	588	$ 177,552
Gale E. Sayers	2,700	588	$ 177,552
James D. Shelton	137,500		$ 7,425,000
Executive Officers (who are not directors)			
William L. Anderson	19,950		$ 1,077,300
James R. Bedenbaugh	16,000		$ 864,000
Thomas H. Frazier, Jr.	21,500		$ 1,161,000
Christopher A. Holden	22,476		$ 1,213,704
Rebecca Hurley	21,690		$ 1,171,260
William R. Huston	23,000		$ 1,242,000
W. Stephen Love	26,093		$ 1,409,022
Nicholas J. Marzocco	19,500		$ 1,053,000
G. Wayne McAlister	21,361		$ 1,153,494
Daniel J. Moen	51,955		$ 2,805,570
Marsha D. Powers	19,500		$ 1,053,000

(1) Illustrates the economic value of all shares of restricted stock and deferred stock units that will become fully vested, if applicable, and cashed out in connection with the merger by multiplying (for each individual) the aggregate number of shares of restricted stock and deferred stock units by $54.00 (the per share amount of merger consideration).

(2) Mr. Frist resigned from our board of directors effective as of October 31, 2006.

Management Stock Purchase Plan

At the effective time of the merger, all salary amounts withheld on behalf of the participants in the Triad Hospitals, Inc. Amended and Restated Management Stock Purchase Plan through the closing date of the merger will be deemed to have been used to purchase shares of Common Stock under the terms of the plan, using the closing date of the merger as the last date of the applicable salary reduction period under the plan. Each such share will be deemed to be cancelled and converted into the right to receive $54.00 per share, such that each participant will receive (i) a refund by Triad of all reductions made during the applicable salary reduction periods, if any, and (ii) cash equal to the excess (if any) of (A) the number of shares deemed purchased multiplied by $54.00 over (B) the aggregate purchase price deemed to have been paid in the deemed purchase.

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The following table identifies, for each of our executive officers that participates in the Triad Hospitals, Inc. Amended and Restated Management Stock Purchase Plan, an estimate of the net payment to be received with respect to salary amounts withheld for such person through the closing date of the merger under the plan. The total amount of purchase assumes payroll deductions from January 1, 2007 through June 30, 2007. The assumed purchase price of $35.98 was determined using the average of the stock price at the beginning of the withholding period of $41.94 and the $54.00 per share merger consideration, at a 25% discount (the discount provided for in the plan). The number of assumed shares purchased was determined by dividing the total payroll deductions by the assumed purchase price.

Name of Executive Officer	Estimated Net Stock Purchase Payment
Daniel J. Moen	$ 31,160

Change in Control Severance Agreements

Each of our current executive officers (other than Mr. Shelton) is party to a change in control severance agreement (CIC Agreement) with Triad. The CIC Agreements provide certain compensation and benefits in the event a covered executive officer s employment is terminated during the one-year period following a change in control (which term includes the merger) either (i) by Triad other than as a result of the executive officer s death or disability or (ii) by the executive officer upon the occurrence of certain events including, among other things, (A) a failure to elect, reelect or maintain the executive officer in the office(s) held prior to the merger, (B) a material adverse change in the authorities, powers, functions, responsibilities or duties of the executive officer, (C) a reduction in the executive officer s base or incentive pay, (D) certain changes in the executive officer s principal location of work, or (E) a change in business circumstances which materially hinders the executive officer s performance of, or materially reduces, his responsibilities or duties.

Compensation and benefits payable under the CIC Agreements include a lump sum payment equal to the sum of (i) unpaid base pay, (ii) accrued but unused vacation and sick pay and any unreimbursed business expenses, (iii) other compensation or benefits payable in accordance with the terms of Triad s existing plans and programs, (iv) a pro rata portion of the target incentive bonus applicable to the year of termination, and (v) three times the sum of base salary and the higher of (A) the highest incentive bonus earned during any of the three fiscal years prior to the fiscal year in which the change in control occurs and (B) the target incentive bonus for the fiscal year in which the change in control occurs. In addition, such executive officers will be entitled to the continuation of medical benefits for a three-year period following the date of termination and reimbursement of up to $25,000 for outplacement counseling and related benefits.

Covered executive officers will also be entitled to receive certain gross up payments to offset any excise tax, interest or penalties imposed pursuant to Section 4999 of the Internal Revenue Code of 1986, as amended (the Code), on any payment or distribution by the Company to or for the benefit of the executive officers, including under any stock option, restricted stock or other agreement, plan or program, by reason of such payment or distribution being made in connection with a change in ownership or control of the Company.

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The following table sets forth an estimate of the potential cash severance payment (including any applicable gross up payment) that could be payable to each of our executive officers pursuant to the CIC Agreements in the event such executive becomes entitled to payment following the merger. The table does not include the value of accrued vacation and sick pay, continued medical benefits or outplacement counseling and related benefits that could be received by the executive officers.

Name	Potential Estimated Cash Severance Benefits
William L. Anderson	$ 2,736,993
James R. Bedenbaugh	$ 2,591,183
Thomas H. Frazier, Jr.	$ 2,738,029
Christopher A. Holden	$ 1,699,275
Rebecca Hurley	$ 2,856,303
William R. Huston	$ 1,861,215
W. Stephen Love	$ 3,103,995
Nicholas J. Marzocco	$ 2,918,207
G. Wayne McAlister	$ 2,729,230
Daniel J. Moen	$ 4,675,109
Michael J. Parsons	$ 2,667,869
Marsha D. Powers	$ 3,058,992

James D. Shelton Employment Agreement

Mr. Shelton s employment agreement with the Company provides, in the event of termination of Mr. Shelton s employment (i) by the Company as a result of non renewal of the term of the agreement, (ii) by the Company on 30 days written notice, (iii) by Mr. Shelton at any time for good reason (defined to include (A) a material reduction in Mr. Shelton s duties, responsibilities, or effective authority, (B) a material decrease in Mr. Shelton s base salary or bonus potential, (C) the Company s failure to perform under the terms of the agreement, (D) non-assumption of the agreement by a successor entity, or (E) purported termination of Mr. Shelton s employment for cause other than in accordance with the terms of the agreement), (iv) by the Company for cause prior to a change in control (which term includes the merger) and Mr. Shelton reasonably demonstrates that such termination occurred at the request of a third party that has taken steps reasonably calculated to effect a change in control or otherwise arose in connection with the anticipation of a change in control or (v) by Mr. Shelton within 18 months after a change in control, Mr. Shelton will be entitled to:

A lump sum payment equal to, in the case of termination pursuant to clauses (i), (ii), (iii) and (iv) above, three times Mr. Shelton s Aggregate Compensation (as defined below) for the calendar year preceding the calendar year in which the date of termination occurs or, in the case of termination pursuant to clause (v) above, three times Mr. Shelton s Change in Control Aggregate Compensation (as defined below), and, in each case, any earned but unpaid base salary or incentive bonus, any accrued but unused vacation and sick pay, any unreimbursed business expenses and any deferred compensation provided by existing plans or arrangements, to the extent the latter is permitted by Section 409A of the Code;

Any other benefits provided by the Company s existing plans and programs; and

Continuation of medical benefits for three years following the date of termination.

Aggregate Compensation is defined in the employment agreement as base salary and target incentive bonus. Change in Control Aggregate Compensation is defined in the employment agreement as base salary (based on the highest rate in effect for any period prior to the date of termination) and the higher of (A) the highest incentive bonus earned during any of the three calendar years prior to the calendar year in which the change in control occurs and (b) the target incentive bonus for the calendar year in which the change in control occurs.

In addition, if Mr. Shelton is terminated other than (1) for cause or (2) due to Mr. Shelton giving a notice of termination upon expiration of the employment term, his vested equity-based compensation awards will be exercisable for two years following the date of termination, subject to applicable legal and regulatory requirements (including Section 409A of the Code or requirements of any stock exchange on which any of the Company s securities may be traded).

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Mr. Shelton also will be entitled to receive certain gross up payments to offset any excise tax, interest, or penalties imposed by Section 4999 of the Code on any payment or distribution by the Company to or for Mr. Shelton s benefit, including under any stock option, restricted stock or other agreement, plan or program, by reason of such payment or distribution being made in connection with a change in ownership or control of the Company.

Pursuant to the employment agreement, assuming Mr. Shelton terminates his employment immediately following the merger, he would be entitled to receive an estimated lump sum payment of $9,103,015, any other benefits described by the Company s existing plans and programs, accrued vacation and sick pay and continued medical benefits for three years.

Supplemental Executive Retirement Plan

The Triad Hospitals, Inc. Supplemental Executive Retirement Plan, as amended (the SERP), requires that a participant (i) has reached age 60, (ii) has had three years of service following the effective date of the SERP, and (iii) has had twelve years of service in order to be eligible to receive benefits thereunder. Upon a change in control (which term includes the merger), these requirements will be deemed to have been satisfied and benefits will be accelerated and paid immediately in a lump sum. The following table quantifies, for each executive officer, the benefit payable following the proposed merger:

Name	Value of SERP Benefit
William L. Anderson	$ 1,438,558
James R. Bedenbaugh	$ 1,202,120
Thomas H. Frazier, Jr.	$ 1,075,842
Christopher A. Holden	$ 882,515
Rebecca Hurley	$ 1,199,409
William R. Huston	$ 1,361,819
W. Stephen Love	$ 1,466,871
Nicholas J. Marzocco	$ 1,368,813
G. Wayne McAlister	$ 1,357,974
Daniel J. Moen	$ 2,093,262
Michael J. Parsons	$ 2,014,591
Marsha D. Powers	$ 1,502,050
James D. Shelton	$ 7,104,499

Indemnification and Insurance

CHS and the surviving corporation have agreed to jointly and severally indemnify, to the greatest extent permitted by law, each of our present and former officers, directors and employees against all expenses, losses and liabilities (and comply with all of the Company s and its subsidiaries existing obligations to advance funds for expenses) incurred in connection with any claim, action, suit, proceeding or investigation arising out of, relating to, or in connection with, any acts or omission in their capacity as an officer, director or employee occurring on or before the effective time of the merger and against all expenses, losses and liabilities in connection with such persons serving as an officer, director or other fiduciary in any entity if such service was at the request of or for the benefit of the Company and its subsidiaries.

The merger agreement requires that we purchase, and that following the effective time of the merger the surviving corporation maintain, a tail policy to the current policy of directors and officers liability insurance maintained on the date hereof by the Company (the current policy) containing the same coverage and in the same amount as the current policy and with a claims period of at least six years after the closing date with respect to claims arising from facts or events that existed or occurred prior to or at the effective time; provided, however, that in no event shall the surviving corporation be required to expend annually in excess of 300% of the annual premium currently paid by the Company (the insurance amount) under the current policy; provided, however, that if the premium of such insurance coverage exceeds the insurance amount, the Company shall be obligated to obtain, and the surviving corporation shall be obligated to maintain, a policy with the greatest coverage available for a cost not exceeding the insurance amount.

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Continued Benefits

To the extent that any of our executive officers remain employed by the surviving corporation, they will be entitled to receive compensation and benefits following the merger. Until December 31, 2008, the surviving corporation will maintain for those employees employed at the effective time who continue as employees of the surviving corporation, compensation and severance, pension and welfare benefits (other than equity-based compensation and benefits) that are not less favorable in the aggregate than those provided prior to the effective time. *See* The Merger Agreement Employee Benefits.

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

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

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

A non-U.S. holder is a person other than a partnership (including any entity or arrangement treated as a partnership for U.S. federal income tax purposes) that is not a U.S. holder.

If a partnership (including any entity or arrangement treated as partnership for U.S. federal income tax purposes) holds Common Stock, the tax treatment of a partner will generally depend on the status of the partner and the activities of the partnership. A partner of a partnership holding Common Stock should consult its tax advisor.

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

U.S. Holders

The exchange of shares of Common Stock for cash in the merger will be a taxable transaction to U.S. holders for U.S. federal income tax purposes. In general, a U.S. holder whose shares of Common Stock are converted into the right to receive cash in the merger will recognize capital gain or loss for U.S. federal income

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tax purposes equal to the difference, if any, between the amount of cash received with respect to such shares (determined before the deduction of any applicable withholding taxes) and the stockholder s adjusted tax basis in such shares. Gain or loss will be determined separately for each block of shares (i.e., shares acquired at the same cost in a single transaction). Such gain or loss will be long-term capital gain or loss if a stockholder s holding period for such shares is more than one year at the time of the consummation of the merger. Long-term capital gains of U.S. holders who are individuals are eligible for reduced rates of taxation. There are limitations on the deductibility of capital losses.

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

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

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

Non-U.S. Holders

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

- the gain is effectively connected with a trade or business of the non-U.S. holder in the United States (and, if required by an applicable income tax treaty, is attributable to a U.S. permanent establishment of the non-U.S. holder);
- the non-U.S. holder is an individual who is present in the United States for 183 days or more in the taxable year of that disposition, and certain other conditions are met; or
- at any time during the five-year period ending on the date of the merger (i) we are or have been a United States real property holding corporation for U.S. federal income tax purposes and (ii) the non-U.S. holder owned, directly, indirectly, or by attribution, more than 5% of our Common Stock, and certain other conditions are met.

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

We believe that we are not and will not have been during the 5-year period ending on the date of the merger a United States real property holding corporation for U.S. federal income tax purposes.

Backup withholding of tax may apply to cash payments received by a non-corporate non-U.S. holder in the merger, unless the holder or other payee certifies under penalty of perjury that it is a non-U.S. holder in the manner described in the letter of transmittal or otherwise establishes an exemption in a manner satisfactory to the paying agent.

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

Cash received by non-U.S. holders in the merger will also be subject to information reporting, unless an exemption applies.

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

Litigation Related to the Prior Merger Agreement

Between February 5, 2007 and March 2, 2007, five purported class actions were filed by stockholders of the Company in the District Courts of Collin County, Texas, following the announcement of the proposed merger between the Company and Panthera Partners, LLC, Panthera Holdco Corp. and Panthera Acquisition Corporation. The petitions in all five actions contain similar allegations and name the Company and members of the Company s board of directors, among others, as defendants. All of the complaints seek to enjoin the proposed merger with Panthera (which has since been terminated and replaced with the proposed merger with CHS). The petitions allege that the process employed by the board of directors of the Company was flawed and that in agreeing to enter into the proposed merger with Panthera, the Company and its board of directors breached their fiduciary duties to shareholders. On March 26, 2007, an order was entered consolidating all five actions in the 296th District Court of Collin County, Texas. Under the terms of the order, the plaintiffs have 30 days to file an amended consolidated pleading. The Company believes that the claims asserted in the consolidated actions are without merit and intends to defend against them vigorously.

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THE MERGER AGREEMENT

(PROPOSAL NO. 1)

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

The Merger

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

Triad will be the surviving corporation in the merger and will change its name to Triad Healthcare Corporation. Upon consummation of the merger, the directors and officers of Merger Sub will be the directors and officers, respectively, of the surviving corporation until their successors are duly elected and qualified or until the earlier of their resignation or removal.

Consideration to be Received in the Merger

At the time of the merger, each share of Common Stock issued and outstanding immediately before the merger will automatically be cancelled and will cease to exist and will be converted into the right to receive $54.00 in cash, without interest and less any required withholding tax, other than:

- shares held by the Company (or any subsidiary of the Company) in treasury or owned directly or indirectly by CHS or Merger Sub (including shares acquired by CHS or Merger Sub or any other subsidiary of CHS immediately prior to the effective time of the merger) which will be cancelled; and

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

After the merger is effective, each holder of a certificate representing any shares of Common Stock (other than shares for which appraisal rights have been properly demanded and perfected) will no longer have any rights with respect to the shares, except for the right to receive the merger consideration. If any of our stockholders exercise and perfect dissenters rights with respect to any of our shares, then we will treat those shares as described under Dissenters Rights of Appraisal.

Treatment of Options and Other Awards

Upon the consummation of the merger, except as otherwise agreed by the holder and CHS, each outstanding option to acquire Common Stock under Triad s equity incentive plans will become fully vested (to the extent not already vested) and will be cancelled and converted into the right to receive a cash payment equal to the number of shares of Common Stock underlying the option multiplied by the amount (if any) by which $54.00 exceeds the option exercise price, without interest and less any applicable withholding taxes. Additionally, except as otherwise agreed by the holder and CHS, each outstanding share of restricted stock and each outstanding deferred

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stock unit will, upon the consummation of the merger, become fully vested, if applicable, and be cancelled and converted into the right to receive $54.00 in cash (together with the value of any deemed dividend equivalents accrued but unpaid in the case of a deferred stock unit), without interest and less any applicable withholding taxes.

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

Payment for the Shares; Lost Certificates

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

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

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

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

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

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

Representations and Warranties

The merger agreement contains representations and warranties made by us to CHS and Merger Sub and representations and warranties made by CHS and Merger Sub to us as of specific dates. The assertions embodied in those representations and warranties were made solely for purposes of the merger agreement and may be subject to important qualifications and limitations agreed by the parties in connection with negotiating its terms. Moreover, some of those representations and warranties may not be accurate or complete as of any particular date because they are subject to a contractual standard of materiality or material adverse effect different from that

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generally applicable to public disclosures to stockholders or may have been used for the purpose of allocating risk between the parties to the merger agreement rather than establishing matters of fact. For the foregoing reasons, you should not rely on the representations and warranties contained in the merger agreement as statements of factual information.

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

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

In the merger agreement, CHS and Merger Sub also each made representations and warranties relating to the availability of the funds necessary to perform its obligations under the merger agreement, debt financing commitment conditions, solvency and operations of Merger Sub.

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

- capital structure;
- reports and other documents filed with the SEC, compliance of such reports and documents with applicable requirements of federal securities laws and regulations, and the accuracy and completeness of such reports and documents;
- absence of undisclosed liabilities;
- absence of certain changes or events since December 31, 2005;
- material contracts;
- tax matters;

compliance with the Employee Retirement Income Security Act of 1974, as amended, and other employee benefit matters;

real property;

compliance with applicable laws;

receipt of a fairness opinion from Lehman Brothers;

transactions with affiliates;

the inapplicability of state takeover statutes and Triad s rights plan to the merger; and

the termination of the prior merger agreement.

Many of Triad s representations and warranties are qualified by a material adverse effect standard. For purposes of the merger agreement, material adverse effect for Triad is defined to mean any event, state of facts,

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circumstance, development, change, effect or occurrence that is materially adverse to (x) the ability of the Company to timely perform its obligations under the merger agreement, or (y) the business, financial condition or results of operations of the Company and its subsidiaries, taken as a whole. However, a material adverse effect will not have occurred as a result of

- changes in general economic or political conditions or the securities, credit or financial markets in general,
- general changes or developments in the industries in which we operate, including general changes in law or regulation across such industries,
- the announcement of the merger agreement or the pendency of the transactions contemplated thereby, including disputes or any fees or expenses or any labor union activities or disputes, or the identity of CHS or any of its affiliates as the acquiror of the Company,
- compliance with the terms of, or the taking of any action required by, the merger agreement or consented to by CHS,
- any acts of terrorism or war or any natural disaster or weather-related event (other than any of the foregoing that causes any damage or destruction to or renders unusable any of our material facilities),
- changes in generally accepted accounting principles or the interpretation thereof,
- changes in the price or trading volume of the Common Stock (provided that the underlying causes of such price or volume changes will nonetheless be considered in determining whether there is a material adverse effect on Triad),
- any legal proceedings made or brought by any of the current or former stockholders of the Company (on their own behalf or on behalf of the Company) arising out of or related to the merger agreement or the merger, or
- any failure to meet internal or published projections, forecasts or revenue or earnings predictions for any period (provided that the underlying causes of such failure will nonetheless be considered in determining whether there is a material adverse effect on Triad except as otherwise excluded from the definition of material adverse effect pursuant to the merger agreement),

except, in the case of the first two bullet points above, to the extent such changes or developments referred to therein would reasonably be expected to have a materially disproportionate impact on the Company and its subsidiaries, taken as a whole, relative to other for profit participants in the industries and in the geographic markets in which the Company conducts its businesses after taking into account the size of the Company relative to such other for profit participants.

Conduct of Business Pending the Merger

We have agreed in the merger agreement that, until the consummation of the merger, except as set forth in the Company disclosure letter or as otherwise contemplated by or provided in the merger agreement or as consented to in writing by CHS and Merger Sub (which consent shall not be unreasonably withheld), we will use our reasonable best efforts to, and to cause each of our subsidiaries to:

- conduct our business in the ordinary course consistent, in all material respects, with past practice;

preserve substantially intact our business organization and capital structure;

maintain in effect all material permits that are required to carry on our business, keep available the services of our present officers and key employees; and

maintain our relationships with providers, suppliers and others with which we have significant business relationships.

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

adopt any change in our organizational or governing documents;

merge or consolidate with any person (other than the merger and other than transactions in the ordinary course solely among us and/or our subsidiaries);

sell, lease or otherwise dispose of a material amount of assets or securities other than such transactions (i) solely among us and/or our wholly owned domestic subsidiaries that would not result in a material increase in our tax liability; or (ii) not individually in excess of $25 million;

make any material acquisition or any material property transfers or purchases of any property or assets, in each case other than transactions (i) solely among us and/or our subsidiaries, or (ii) not in excess of $25 million in the aggregate;

other than in connection with drawdowns or repayments with respect to existing credit facilities and guarantees of leases in the ordinary course of business consistent, in all material respects, with past practice, redeem, incur or otherwise acquire or modify in any material respect the terms of any indebtedness or assume or guarantee the obligations of any person, other than the incurrence, assumption or guarantee of indebtedness (i) between us and any of our subsidiaries, or (ii) not in excess of $25 million in the aggregate;

issue any debt securities or place other credit facilities that would reasonably be expected to compete with or impede CHS debt financing or cause the breach of the debt financing commitments or cause any condition in the debt financing commitments not to be satisfied;

make any material loans, advances, capital contributions or investments in excess of $25 million in the aggregate, except for transactions (i) solely among us and/or our subsidiaries, or (ii) as required by our existing contracts;

authorize or make any capital expenditures in excess of $10 million in the aggregate, other than expenditures provided for in our budget for any portion of fiscal year 2007 prior to the closing date of the merger;

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

enter into or amend any contract with any of our or our subsidiaries executive officers, directors or any person beneficially owning 1% or more of our capital stock or the voting power of such capital stock, other than in the ordinary course of business consistent in all material respects with past practice, unless such amendment or contract would be required to be disclosed by us as a related party transaction under SEC rules;

mortgage or pledge any of our material assets or create, assume or suffer to exist any lien thereon, other than certain permitted liens;

enter into, renew, extend, amend or terminate any material contract, other than in the ordinary course of business consistent, in all material respects, with past practice;

split, combine, reclassify or amend the terms of any of our securities; declare or pay any dividend or other distribution in respect of our securities other than a dividend or distribution by a subsidiary in the ordinary course of business; issue any of our securities, or redeem, repurchase or otherwise acquire any of our securities, other than in connection with (i) the exercise of options, (ii) the withholding of our securities to satisfy tax obligations on options or restricted shares, (iii) the acquisition by us of our securities in connection with the net exercise of options and (iv) acquisitions by or issuances to our benefit plans in the ordinary course of business consistent in all material respects with past practice;

except as required pursuant to existing written agreements or benefit plans or as required by applicable law, (i) adopt, amend in any material respect or terminate any benefit plan, (ii) accelerate the vesting or

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payment, or fund or in any other way secure payment under any benefit plan, (iii) except in connection with promotions or new hires made in the ordinary course of business consistent with past practice, increase the compensation (cash or otherwise), perquisites or welfare or pension benefits of employees, (iv) change any actuarial or other assumption used to calculate funding obligations for any benefit plan or change the way contributions to any benefit plan are made or determined or (v) take any action with respect to salary, compensation, benefits or other terms and conditions of employment that would reasonably be expected to result in the holder of a change of control or similar agreement having good reason to terminate employment and collect severance payments and benefits pursuant to such agreement;

except with respect to tax matters, settle any litigation or release any claim or arbitration (including those relating to the merger agreement or the transactions contemplated thereby), other than settlements or compromises that do not exceed an agreed upon amount in the aggregate, do not involve equitable relief against us or do not impose any material restrictions on our business or operations;

renew or enter into any non-compete, exclusivity, non-solicitation, standstill or similar agreement that would restrict or limit, in any material respect, our operations, other than those entered into in the ordinary course of business consistent, in all material respects, with past practice; provided that no such agreement binds any affiliates of CHS or Merger Sub;

other than in the ordinary course of business consistent with past practice or except to the extent required by law or contemplated by our tax sharing agreement with HCA Inc., make or change any material tax election, settle or compromise any material tax liability for an amount in excess of the reserve for such tax liability that is reflected in our December 31, 2006 financial statements, agree to an extension of the statute of limitations with respect to the assessment or determination of our material taxes, file any amended tax return with respect to any material tax, enter into any closing agreement with respect to any material tax or surrender any right to claim a material tax refund;

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

adopt a plan of liquidation, dissolution, restructuring, recapitalization or other reorganization of us or any of our subsidiaries, or enter into an agreement in principle to do so;

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

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

Efforts to Complete the Merger

Subject to the terms and conditions set forth in the merger agreement, we, CHS and Merger Sub have each agreed to use reasonable best efforts to take, or cause to be taken, all actions necessary or advisable to consummate any transactions contemplated by the merger agreement, including preparing and filing as promptly as practicable all documentation to effect all necessary filings, consents, waivers, approvals, permits or orders from all governmental authorities or other persons, including preparing and filing any required submissions under the HSR Act. CHS has agreed to take all steps to avoid or eliminate impediments under any antitrust, competition or trade regulation law asserted by any governmental authority with respect to the merger to enable the merger to be consummated prior to the end date (as defined below), including by divesting, or limiting its freedom of action with respect to, assets or businesses of CHS or the surviving corporation in the merger in order to avoid any injunction or other order preventing or delaying the merger beyond the end date. At CHS s request, Triad will divest, or limit its freedom of action with respect to, any of its businesses, services or assets, conditioned on consummation of the merger.

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Existing Indebtedness

Triad has agreed to take certain actions with respect to its outstanding 7% Senior Notes due 2012 and 7% Senior Subordinated Notes due 2013 if requested by CHS, including effecting a tender offer and consent solicitation, or facilitating the redemption or discharge of such notes. Triad s obligation to consummate these actions is subject to the closing of the merger. If the merger agreement is terminated, CHS will reimburse Triad for its expenses and indemnify Triad against losses incurred in connection with these actions.

CHS has agreed to concurrently take similar actions with respect to its outstanding 6 1/2% Senior Subordinated Notes due 2012, including effecting a tender offer and consent solicitation, or take such other actions as are necessary to redeem or discharge such notes. CHS has also agreed to repay in full and terminate its existing credit agreement on or prior to the consummation of the merger.

Marketing Period; Efforts to Obtain Financing

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

Triad (following the recommendation of the special committee if it still exists) can terminate the merger agreement if all of the mutual closing conditions and the conditions to the obligations of CHS and Merger Sub to consummate the merger are satisfied and CHS fails to consummate the merger no later than five calendar days after the final day of the marketing period.

For purposes of the merger agreement, marketing period means the first period of 20 consecutive business days following the execution of the merger agreement throughout which:

- CHS has certain financial information required to be provided by the Company under the merger agreement in connection with CHS financing of the merger; and
- both the mutual closing conditions and the conditions to the obligations of CHS and Merger Sub (other than delivery of an officer s certificate by the Company) to complete the merger are satisfied and we have delivered notice to CHS that we believe that we have obtained all consents, waivers and approvals needed to satisfy the applicable closing condition of CHS and Merger Sub.

If the marketing period would not end on or prior to August 17, 2007, the marketing period will commence no earlier than September 4, 2007. In addition, the marketing period will not be deemed to have commenced if, prior to the completion of the marketing period, Ernst & Young LLP shall have withdrawn its audit opinion with respect to any financial statements contained in our reports filed with the SEC. Notwithstanding the foregoing, if any required financial statements available to CHS on the first day of any such 20 consecutive business day period would not be sufficiently current on any day during such 20 consecutive business day period to permit (i) a registration statement using such financial statements to be declared effective by the SEC on the last day of such 20 consecutive business period or (ii) our independent registered accounting firm to issue a customary comfort letter to purchasers on the last day of such 20 consecutive business day period, then a new 20 consecutive business day period will commence when CHS receives sufficiently current financial statements.

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

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

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

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

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

Triad has agreed to cooperate in connection with the arrangement of the financing, including:

participating in a reasonable number of meetings and road shows;

assisting in preparation of offering materials and furnishing financial information reasonably requested; and

executing financing and security documents.

CHS will reimburse Triad for reasonable expenses in connection with such cooperation and indemnify Triad against losses incurred in connection with the debt financing.

Conditions to the Merger

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

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

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

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

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

our representations and warranties with respect to our capitalization (except for de minimis inaccuracies) and our compliance with the corporate integrity agreement between us and the Office of Inspector General of the United States must be true and correct in all respects as of the closing of the merger as if made at and as of the closing (except that representations and warranties made by us as of a particular date need only be true and correct as of the date made);

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

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

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

we must have obtained all consents, waivers and approvals, except any consent, waiver or approval the failure of which to obtain would not (i) individually or in the aggregate, reasonably be expected to have a material adverse effect on us or (ii) give rise to a violation of criminal law, and as of the effective time, such consents, waivers and approvals shall not have been revoked or materially modified and shall be in full force and effect.

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

the representations and warranties made by CHS and Merger Sub in the merger agreement must be true and correct in all respects as of the date of the merger agreement and as of the closing of the merger as if made as of the closing, except where the failure of such representations and warranties to be so true would not reasonably be expected to, individually or in the aggregate, have a material adverse effect on the ability of CHS or Merger Sub to consummate the transactions contemplated by the merger agreement; provided that any representations made by CHS and Merger Sub as of a specific date need only be so true and correct as of the date made;

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

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

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

Restrictions on Solicitations of Other Offers

The merger agreement provides that, from the date the merger agreement was executed until the effective time of the merger or, if earlier, the termination of the merger agreement in accordance with its terms, we may not:

solicit or knowingly encourage (including by way of providing information) the submission of any inquiries or proposals that constitute or may reasonably be expected to lead to any acquisition proposal

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for us, or engage in any discussions or negotiations with respect to, or otherwise knowingly assist or participate in, any such inquiries, proposals, discussions or negotiations;

approve or recommend, or publicly propose to approve or recommend, any acquisition proposal for us or enter into any agreement providing for or relating to any acquisition proposal for us, or enter into any agreement requiring us to abandon, terminate or fail to consummate the transactions contemplated by the merger agreement or breach our obligations under the merger agreement or propose or agree to do any of the foregoing; or

modify, waive or terminate any confidentiality agreement to which we are a party.

Notwithstanding the above restrictions, at any time prior to the approval of the merger agreement by our stockholders, we are permitted to engage in discussions or negotiations with a third party with respect to a written acquisition proposal if the following conditions are met:

our board of directors (following the recommendation of the special committee if such committee still exists) believes in good faith that the acquisition proposal is bona fide; and

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

We may provide confidential information to such third party only if (i) such party has entered into a confidentiality and standstill agreement that contains provisions that are no less favorable in the aggregate to us than those contained in the confidentiality agreement entered into with CHS and (ii) we will promptly provide to CHS any non-public information concerning us or our subsidiaries provided to such other party which was not previously provided to CHS.

After the date of the merger agreement, we are required to promptly (within two business days) notify CHS in the event we receive an acquisition proposal from a person or group of related persons and any material revisions thereto. We will promptly (within two business days) notify CHS if we determine to begin providing information or to engage in negotiations concerning an acquisition proposal from a person or group of related persons.

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

A superior proposal means an acquisition proposal which our board of directors (following the recommendation of the special committee if such committee still exists), in good faith determines would, if consummated, result in a transaction that is more favorable from a financial point of view to our stockholders than the merger, after (i) receiving the advice of its financial advisor, (ii) taking into account the likelihood of consummation of such transaction on the terms set forth therein and (iii) taking into account all appropriate legal (with the advice of outside counsel), financial (including the financing terms of any such proposal), regulatory or other aspects of such proposal and any other relevant factors permitted by applicable law. For purposes of the definition of superior proposal all references in the definition of acquisition proposal above to 15% or more shall be deemed to be references to a majority.

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Recommendation Withdrawal/Termination in Connection with a Superior Proposal

The merger agreement provides that our board of directors will not (i) withdraw or modify in a manner adverse to CHS and Merger Sub its recommendation of the merger (or publicly propose to do so), or (ii) take any other action or make any other public statement in connection with the special meeting that is inconsistent with its recommendation of the merger (any action described in (i) and (ii) is referred to as an adverse change in recommendation in this proxy statement).

Notwithstanding the foregoing, if at any time prior to the approval of the merger agreement by our stockholders, we receive an acquisition proposal which our board of directors (following the recommendation of the special committee if such committee still exists) concludes in good faith constitutes a superior proposal, our board of directors (following the recommendation of the special committee if such committee still exists) may effect an adverse change in recommendation or terminate the merger agreement and enter into a definitive agreement with respect to a superior proposal, if it concludes in good faith (after consultation with its legal advisors) that failure to do so could violate its fiduciary duties under applicable law.

Our board of directors may only terminate the merger agreement in connection with a superior proposal as described above if:

concurrent with such termination, we pay the applicable termination fee to CHS and reimburse CHS for the prior agreement termination amount; and

we give three days prior written notice to CHS of the board of directors intention to effect an adverse change in recommendation or terminate the merger agreement, which notice must include a written summary of the material terms and conditions of the superior proposal (including the identity of the party making the superior proposal) and provide a copy of the proposed transaction agreements.

Stockholders Meeting

Under the merger agreement, we have agreed to convene and hold a stockholders meeting as promptly as reasonably practicable following clearance of the proxy statement by the SEC for purposes of considering and voting upon the adoption of the merger agreement by our stockholders.

Anti-Takeover Statutes

We have agreed to use reasonable best efforts to take all actions necessary to ensure that no anti-takeover statute or similar statute or regulation is or becomes applicable to the merger. If any such statute or regulation becomes applicable to the merger, we have agreed to use reasonable best efforts to take all actions necessary to ensure that the merger may be completed as promptly as practicable on terms contemplated by the merger agreement and otherwise minimize the effect of such statute or regulation on the merger.

Termination of the Merger Agreement

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

by mutual written consent of Triad (following the recommendation of the special committee, if such committee still exists), on the one hand, and CHS and Merger Sub, on the other hand;

by either Triad (following the recommendation of the special committee, if such committee still exists), on the one hand, or CHS or Merger Sub, on the other hand, if:

the merger is not consummated on or before September 30, 2007 (the end date), unless the marketing period has not ended on or before September 30, 2007, in which case the end date will be extended to October 31, 2007 (such termination right is not available to a party whose breach of the merger agreement has resulted in or caused the failure of the merger to be completed by the end date);

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

our stockholders, at the special meeting or at any adjournment thereof, fail to adopt the merger agreement;

by CHS or Merger Sub if:

we have breached any of our representations, warranties, covenants or agreements under the merger agreement which would give rise to the failure to satisfy the related closing conditions and where that breach is incapable of being cured on or before the end date; provided that neither CHS nor Merger Sub is then in material breach of the merger agreement so as to cause certain conditions to our obligations to consummate the merger not to be satisfied; or

(i) our board of directors (following the recommendation of the special committee, if such committee still exists) effects an adverse change in recommendation in accordance with the terms of the merger agreement; (ii) our board of directors (following the recommendation of the special committee, if such committee still exists) approves or recommends to our stockholders an acquisition proposal other than the merger, or resolves to effect the foregoing; or (iii) we fail to include in our proxy statement the recommendation of our board of directors that our stockholders adopt the merger agreement;

by Triad (following the recommendation of the special committee if such committee still exists) if:

CHS or Merger Sub has breached any of its representations, warranties, covenants or agreements under the merger agreement which would give rise to the failure to satisfy the related closing conditions and where that breach is incapable of being cured on or before the end date; provided that Triad is not in material breach of the merger agreement so as to cause certain conditions to CHS and Merger Sub s obligations to consummate the merger not to be satisfied;

prior to obtaining stockholder approval of the merger, we terminate the merger agreement in order to enter into an agreement with respect to a superior proposal in accordance with the terms of the merger agreement; or

if all conditions to the obligations of CHS and Merger Sub have been satisfied and CHS fails to consummate the merger no later than five calendar days after the final day of the marketing period.

Reimbursement of Prior Agreement Termination Amount

Concurrently with the termination of the prior merger agreement and in accordance with its terms, we paid to Panthera a termination fee of $20 million and advanced $20 million to Panthera to cover its out-of-pocket expenses. CHS has reimbursed us for these amounts. We are obligated to repay such amounts in the event the merger agreement is terminated under certain circumstances in which CHS is entitled to expense reimbursement and/or a termination fee from us. If payment of the prior agreement termination amount by Triad is held to be invalid under applicable law by a final non-appealable order, Triad will assign its rights to enforce such order to CHS.

Termination Fees and Expenses

We have agreed to reimburse CHS out-of-pocket fees and expenses, up to a limit of $15 million, and reimburse CHS for the prior agreement termination amount, if:

Triad, CHS or Merger Sub terminates the merger agreement because our stockholders have failed to adopt the merger agreement at the special meeting or any adjournment thereof, or

CHS or Merger Sub terminates the merger agreement due to a breach of our representations, warranties, covenants or agreements such that certain closing conditions would not be satisfied and

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such breach cannot be cured within the specified time (or the merger agreement is terminated in accordance with its terms at a time when the merger agreement is terminable for either such reason).

If the merger agreement is terminated under the conditions described in further detail below, we must pay a termination fee of $130 million and, in some circumstances, reimburse CHS for the prior agreement termination amount.

We must pay a termination fee of $130 million concurrently with the termination of the merger agreement and reimburse CHS for the prior agreement termination amount if, prior to obtaining our stockholders approval of the merger, we terminate the merger agreement in order to enter into an agreement with respect to a superior proposal in accordance with the terms of the merger agreement.

We must pay a termination fee of $130 million within two business days after the termination of the merger agreement and reimburse CHS for the prior agreement termination amount if either CHS or Merger Sub terminates because:

(i) our board of directors (following the recommendation of the special committee, if such committee still exists) has effected an adverse change in recommendation;

(ii) our board of directors approves or recommends to our stockholders an acquisition proposal other than the merger, or resolves to effect the foregoing; or

(iii) we fail to include in our proxy statement the recommendation of our board of directors that our stockholders adopt the merger agreement.

We must pay the termination fee of $130 million upon the execution of an agreement with respect to an acquisition proposal with a third party or the consummation of an acquisition proposal with a third party if either of the following has occurred:

(i) we, on the one hand, or CHS or Merger Sub, on the other hand, terminate the merger agreement because our stockholders have failed to adopt the merger agreement at the special meeting or at any adjournment thereof, and (x) prior to the stockholders meeting, a bona fide written acquisition proposal involving the purchase of not less than a majority of our outstanding voting securities has been publicly announced or publicly made known and not publicly withdrawn at least two business days prior to the stockholders meeting, and (y) within 12 months after such termination, we or any of our subsidiaries enter into an agreement with respect to, or consummate, any acquisition proposal involving the purchase of not less than a majority of our outstanding voting securities; or

(ii) CHS or Merger Sub terminates the merger agreement due to a breach by us of our representations, warranties, covenants or agreements resulting in the failure to satisfy the related closing conditions and such breach cannot be cured within the specified time, and (x) prior to the breach giving rise to such termination, an acquisition proposal involving the purchase of not less than a majority of our outstanding voting securities has been publicly announced or publicly made known, and (y) within 12 months after such termination, we or any of our subsidiaries enter into an agreement with respect to, or consummate, any acquisition proposal involving the purchase of not less than a majority of our outstanding voting securities.

If we are obligated to pay a termination fee under the two scenarios described immediately above, any amounts previously paid to CHS as expense reimbursement will be credited toward the termination fee. However, the amount of any previous reimbursement to CHS of the prior agreement termination amount will not reduce the amount of the termination fee paid to CHS.

Specific Performance; Remedies

The parties to the merger agreement are entitled to specific performance of the terms and provisions of the merger agreement in addition to any other remedy to which they are entitled, including damages for any breach of the merger agreement by the other party.

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Employee Benefits

The surviving corporation and its subsidiaries will maintain, for a period commencing at the effective time of the merger and ending on December 31, 2008, for each employee employed at the effective time, compensation and severance, pension and welfare benefits (other than equity-based compensation and benefits) that in the aggregate are not less favorable than those provided prior to the effective time. The surviving corporation has agreed to recognize the service of such employees with Triad prior to the consummation of the merger for purposes of eligibility and vesting with respect to any benefit plan, program or arrangement, with the exception of benefit accruals under any newly established defined benefit pension plans, and to waive all limitations as to pre-existing conditions or eligibility limitations and give effect, for the applicable plan year in which the closing occurs, in determining any deductible and maximum out-of-pocket limitations, to claims incurred and amounts paid by, and amounts reimbursed to, employees under similar plans maintained by us and our subsidiaries immediately prior to the effective time of the merger.

At the effective time of the merger, all salary amounts withheld on behalf of the participants in the Triad Hospitals, Inc. Amended and Restated Management Stock Purchase Plan and Employee Stock Purchase Plan through the closing date of the merger will be deemed to have been used to purchase shares of Common Stock under the terms of these plans using the closing date of the merger as the last date of the applicable salary reduction period under these plans. Each such share will be deemed to be cancelled and converted into the right to receive $54.00 per share, such that each participant will receive (i) a refund by Triad of all reductions made during the applicable salary reduction periods, if any, and (ii) cash equal to the excess (if any) of (A) the number of shares deemed purchased multiplied by $54.00 over (B) the aggregate purchase price deemed to have been paid in the deemed purchase.

Indemnification and Insurance

From and after the effective time of the merger, CHS and the surviving corporation shall to the greatest extent permitted by law jointly and severally indemnify and hold harmless (and comply with all of the Company s and its subsidiaries existing obligations to advance funds for expenses) (i) the present and former officers and directors thereof against any and all costs or expenses (including reasonable attorneys fees and expenses), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any actual or threatened claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative (damages), arising out of, relating to or in connection with any acts or omissions occurring or alleged to occur prior to or at the effective time, including, without limitation, the approval of the merger agreement, the merger or the other transactions contemplated by the merger agreement or arising out of or pertaining to the transactions contemplated by the merger agreement; and (ii) such persons against any and all damages arising out of acts or omissions in connection with such persons serving as an officer, director or other fiduciary in any entity if such service was at the request or for the benefit of the Company or any of its subsidiaries.

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

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Amendment, Extension and Waiver

The parties may amend the merger agreement at any time prior to the consummation of the merger. After our stockholders have adopted the merger agreement, however, there shall be no amendment to the merger agreement that by law requires further approval by our stockholders without such approval having been obtained. All amendments to the merger agreement must be in writing signed by us, CHS and Merger Sub.

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

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

For so long as the special committee exists, we cannot take such actions without the special committee s authorization.

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DISSENTERS RIGHTS OF APPRAISAL

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

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

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

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

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

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

- You must not vote in favor of the adoption of the merger agreement. A vote in favor of the adoption of the merger agreement, by proxy, over the Internet, by telephone or in person, will constitute a waiver of your appraisal rights in respect of the shares so voted and will nullify any previously filed written demands for appraisal.

If you fail to comply with either of these conditions and the merger is completed, you will be entitled to receive the cash payment for your shares of Common Stock as provided for in the merger agreement, but you will have no appraisal rights with respect to your shares of Common Stock.

All demands for appraisal should be addressed to Triad Hospitals, Inc., 5800 Tennyson Parkway, Plano, Texas 75024, Attention: Corporate Secretary, and must be delivered before the vote on the merger agreement is taken at the special meeting, and should be executed by, or on behalf of, the record holder of the shares of Common Stock. The demand must reasonably inform the Company of the identity of the stockholder and the intention of the stockholder to demand appraisal of his, her or its shares.

To be effective, a demand for appraisal by a holder of Common Stock must be made by, or in the name of, such registered stockholder, fully and correctly, as the stockholder s name appears on his or her stock certificate(s). **Beneficial owners who do not also hold the shares of record may not directly make appraisal**

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

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

Within 10 days after the effective time of the merger, the surviving corporation must give written notice that the merger has become effective to each Company stockholder who has properly filed a written demand for appraisal and who did not vote in favor of the merger agreement. At any time within sixty (60) days after the effective time, any stockholder who has demanded an appraisal has the right to withdraw the demand and to accept the cash payment specified by the merger agreement for his or her shares of Common Stock. Within 120 days after the effective date of the merger, any stockholder who has complied with Section 262 shall, upon written request to the surviving corporation, be entitled to receive a written statement setting forth the aggregate number of shares not voted in favor of the merger agreement and with respect to which demands for appraisal rights have been received and the aggregate number of holders of such shares. Such written statement will be mailed to the requesting stockholder within 10 days after such written request is received by the surviving corporation or within 10 days after expiration of the period for delivery of demands for appraisal, whichever is later. Within 120 days after the effective time, either the surviving corporation or any stockholder who has complied with the requirements of Section 262 may file a petition in the Delaware Court of Chancery demanding a determination of the fair value of the shares held by all stockholders entitled to appraisal. Upon the filing of the petition by a stockholder, service of a copy of such petition shall be made upon the surviving corporation. The surviving corporation has no obligation to file such a petition in the event there are dissenting stockholders. Accordingly, the failure of a stockholder to file such a petition within the period specified could nullify the stockholder s previously written demand for appraisal.

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

After determination of the stockholders entitled to appraisal of their shares of the Company s common stock, the Chancery Court will appraise the shares, determining their fair value exclusive of any element of value arising from the accomplishment or expectation of the merger, together with a fair rate of interest, if any. When

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the value is determined, the Chancery Court will direct the payment of such value, with interest thereon accrued during the pendency of the proceeding, if the Chancery Court so determines, to the stockholders entitled to receive the same, upon surrender by such holders of the certificates representing those shares.

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

Costs of the appraisal proceeding may be imposed upon the surviving corporation and the stockholders participating in the appraisal proceeding by the Chancery Court as the Chancery Court deems equitable in the circumstances. Upon the application of a stockholder, the Chancery Court may order all or a portion of the expenses incurred by any stockholder in connection with the appraisal proceeding, including, without limitation, reasonable attorneys fees and the fees and expenses of experts, to be charged pro rata against the value of all shares entitled to appraisal. Any stockholder who had demanded appraisal rights will not, after the effective time of the merger, be entitled to vote shares subject to that demand for any purpose or to receive payments of dividends or any other distribution with respect to those shares, other than with respect to payment as of a record date prior to the effective time; however, if no petition for appraisal is filed within 120 days after the effective time of the merger, or if the stockholder delivers a written withdrawal of his or her demand for appraisal and an acceptance of the terms of the merger within 60 days after the effective time of the merger, then the right of that stockholder to appraisal will cease and that stockholder will be entitled to receive the cash payment for shares of his, her or its Common Stock pursuant to the merger agreement. The Company has no obligation to file a petition and has no present intention to do so. Therefore, any stockholder who desires that an appraisal proceeding be commenced and who has otherwise complied with the statutory requirements should file a petition on a timely basis. Any withdrawal of a demand for appraisal made more than 60 days after the effective time of the merger may only be made with the written approval of the surviving corporation and must, to be effective, be made within 120 days after the effective time.

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

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MARKET PRICE OF COMMON STOCK

Our common stock is listed for trading on the NYSE under the symbol TRI. The table below sets forth, for the fiscal quarterly periods indicated, the high and low closing sales prices per share as reported on the NYSE composite tape. The Company has not paid any dividends during this period.

	High	Low
FISCAL YEAR ENDED DECEMBER 31, 2005		
First Quarter	$ 50.10	$ 36.01
Second Quarter	$ 56.05	$ 47.32
Third Quarter	$ 55.06	$ 44.25
Fourth Quarter	$ 44.75	$ 39.23
FISCAL YEAR ENDED DECEMBER 31, 2006		
First Quarter	$ 43.93	$ 39.43
Second Quarter	$ 42.64	$ 38.23
Third Quarter	$ 44.72	$ 38.48
Fourth Quarter	$ 44.41	$ 36.93
FISCAL YEAR ENDING DECEMBER 31, 2007		
First Quarter (through March 28, 2007)	$ 52.30	$ 39.94

On February 2, 2007, the last trading day prior to announcing execution of the prior merger agreement, the closing sale price of the Common Stock on the NYSE was $43.27 per share. On March 16, 2007, the last trading day prior to announcing execution of the merger agreement, the closing sale price of the Common Stock on the NYSE was $49.36 per share. The $54.00 per share to be paid for each share of Common Stock in the merger represents a premium of approximately 9.4% to the closing sale price on March 16, 2007 and a premium of approximately 24.8% to the closing sale price on February 2, 2007. On [•], 2007, the last full trading day prior to the date of this proxy statement, the closing sale price of the Common Stock as reported on NYSE was $[•].

You are encouraged to obtain current market quotations for the Common Stock in connection with voting your shares.

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SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following tables set forth information with respect to the beneficial ownership of shares of Common Stock, which is the Company s only class of voting stock, as of March 19, 2007 by:

- each of our current directors and named executive officers;
- all of our current directors and executive officers as a group; and
- each person known by us to own beneficially more than 5% of the outstanding shares of Common Stock.

The percentages of shares outstanding provided in the tables are based on 89,117, 410 shares of Common Stock outstanding as of March 19, 2007. Beneficial ownership is determined in accordance with the rules of the SEC and generally includes voting or investment power with respect to securities. Unless otherwise indicated, each person or entity named in the table has sole voting and investment power, or shares voting and investment power with his or her spouse, with respect to all shares of stock listed as owned by that person. Shares issuable upon the exercise of options that are exercisable within 60 days of March 19, 2007 are considered outstanding for the purpose of calculating the percentage of outstanding shares of Common Stock held by the individual, but not for the purpose of calculating the percentage of outstanding shares held by any other individual. The address of each of our directors and executive officers listed below is c/o Triad Hospitals, Inc., 5800 Tennyson Parkway, Plano, Texas 75024.

Director and Executive Officer Common Stock Ownership

		Beneficial Ownership of Common Stock		
Name of Beneficial Owner	**Position**	**Number of Outstanding Shares (1)**	**Number of Shares Underlying Options (2)**	**Percent of Class (3)**
Nancy-Ann DeParle	Director	4,800	37,125	*
Barbara A. Durand, R.N., Ed.D.	Director	6,587	40,125	*
Donald B. Halverstadt, M.D.	Director	5,643	35,125	*
William J. Hibbitt	Director	5,200		*
William R. Huston	Senior Vice President of Finance	28,917(4)	103,500	*
Michael K. Jhin	Director	4,700	10,000	*
Dale V. Kesler	Director	6,926	47,125	*
Thomas G. Loeffler, Esq.	Director	6,587	19,750	*
W. Stephen Love	Senior Vice President and Chief Financial Officer	53,702(4)	83,500	*
Harriet R. Michel	Director	4,700	10,000	*
Daniel J. Moen	Executive Vice President of Development	55,904(4)(5)	240,000	*
Michael J. Parsons	Executive Vice President and Chief Operating Officer; Director	94,746(4)	319,755	*
Uwe E. Reinhardt, Ph.D.	Director	4,700	61,125	*
Gale E. Sayers	Director	7,587	17,875	*
James D. Shelton	Chairman of the Board, President and Chief Executive Officer; Director	398,908(4)(6)	801,909	1.3
Directors and executive officers as a group (23 people)		897,210(7)	2,531,414	3.7

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Persons Known to Own More Than 5% of Common Stock Outstanding

		Beneficial Ownership of Common Stock	
Name of Beneficial Owner	**Address**	**Number of Outstanding Shares (1)**	**Percentage beneficially owned (3)**
Waddell & Reed Financial, Inc.	6300 Lamar Avenue	5,349,550	6.0%
Waddell & Reed Financial Services, Inc.	Overland Park, Kansas		
Waddell & Reed, Inc.	66202		
Waddell & Reed Investment Management Company			
Ivy Investment Management Company (8)			
TPG-Axon GP, LLC	888 Seventh Avenue,	7,806,800	8.8%
TPG-Axon Partners GP, L.P.	38th Floor		
TPG-Axon Partners, LP	New York, New York		
TPG-Axon Capital Management, L.P.	10019		
TPG-Axon Partners (Offshore), Ltd.			
Dinakar Singh LLC			
Dinakar Singh (9)			

* = less than one percent (1%)

(1) The shares reported in this column include any restricted shares held as of March 19, 2007, by the current directors and current executive officers, as appropriate.

(2) Amounts reported in this column reflect shares subject to stock options that, as of March 19, 2007, were unexercised but were exercisable within a period of 60 days from that date. These shares are excluded from the column headed Number of Outstanding Shares ; however, these shares are deemed to be outstanding for the purpose of computing the percentage beneficially owned by each respective person but not the percentage beneficially owned by any other person or group. Amounts reported in this column do not include any deferred stock units held by the named executive officers and directors as of March 19, 2007. None of the current directors or current executive officers hold deferred stock units that can be settled within a period of 60 days from February 28, 2007.

(3) Percentages are calculated based on the outstanding shares of Common Stock as of March 19, 2007, at which date there were 89,117,410 shares of Common Stock outstanding.

(4) This includes shares held through the Triad Hospitals, Inc. Retirement Savings Plan as of December 31, 2006.

(5) Of the shares reported for Mr. Moen, 93 shares are held in family trusts. Mr. Moen disclaims beneficial ownership of these 93 shares.

(6) This includes 351,044 shares that are held jointly with Mr. Shelton s spouse, as to which he shares voting and investment power.

(7) This contains information set forth in footnote numbers (1), (4), (5) and (6).

(8) This information is based on a Schedule 13G filed with the SEC on February 9, 2007, by Waddell & Reed Financial, Inc., Waddell & Reed Financial Services, Inc., Waddell & Reed, Inc., Waddell & Reed Investment Management Company and Ivy Investment Management Company. According to Schedule 13G, Waddell & Reed Financial, Inc., has sole voting power and sole dispositive power with respect to 5,349,550 of such shares; Waddell & Reed Financial Services, Inc., a parent holding company, has sole voting power and sole dispositive power with respect to 4,852,650 of such shares; Waddell & Reed, Inc., a broker-dealer and underwriting subsidiary of Waddell & Reed Financial Services, Inc., has sole voting power and sole dispositive power with respect to 4,852,650 of such shares; Waddell & Reed Management Company, an investment advisory subsidiary of Waddell & Reed, Inc., has sole voting power and sole dispositive power with

respect to 4,852,650 of such shares; and Ivy Investment Management Company, an investment advisory subsidiary of Waddell & Reed Financial, Inc., has sole voting power and sole dispositive power with respect to 496,900 of such shares.

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(9) This information is based on a Schedule 13D/A filed with the SEC on January 30, 2007, by TPG-Axon GP, LLC, TPG-Axon Partners GP, L.P., TPG-Axon Partners, LP, TPG-Axon Capital Management, L.P. and TPG-Axon Partners (Offshore), Ltd., Dinakar Singh LLC and Dinakar Singh. According to the Schedule 13D/A, each of Dinakar Singh, Singh LLC, TPG-Axon Capital Management and TPG-Axon GP, LLC may be deemed to beneficially own 7,806,800 of the reported shares. TPG-Axon Partners (Offshore) Ltd. may be deemed to beneficially own 5,108,729 of such shares. Each of TPG-Axon Partners GP, LP and TPG-Axon Partners, LP may be deemed to beneficially own 2,698,071 of such shares. Each of Dinakar Singh, Singh LLC, TPG-Axon Capital Management and TPG-Axon GP, LLC has sole voting power and sole dispositive power with respect to 7,806,800 shares. TPG-Axon Partners (Offshore) Ltd. has sole voting power and sole dispositive power with respect to 5,108,729 shares. Each of TPG-Axon Partners GP, LP and TPG-Axon Partners, LP has sole voting power and sole dispositive power with respect to 2,698,071 shares.

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ADJOURNMENT OF THE SPECIAL MEETING

(PROPOSAL NO. 2)

Triad may ask its stockholders to vote on a proposal to adjourn 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. We currently do not intend to propose adjournment at our special meeting if there are sufficient votes to adopt the merger agreement. If the proposal to adjourn our special meeting for the purpose of soliciting additional proxies is submitted to our stockholders for approval, such approval requires the affirmative vote of the holders of a majority of the shares of Common Stock present or represented by proxy and entitled to vote on the matter.

The board of directors recommends that you vote FOR the adjournment of the special meeting, if necessary, to solicit additional proxies.

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OTHER MATTERS

Other Matters for Action at the Special Meeting

As of the date of this proxy statement, our board of directors knows of no matters that will be presented for consideration at the special meeting other than as described in this proxy statement.

Future Stockholder Proposals

If the merger is consummated, we will not have public stockholders and there will be no public participation in any future meeting of stockholders. However, if the merger is not completed, we expect to hold a 2007 annual meeting of stockholders. Any stockholder proposals to be considered timely for inclusion in this year s proxy statement must be submitted in writing to our Corporate Secretary, Triad Hospitals, Inc., 5800 Tennyson Parkway, Plano, Texas 75024, and must have been received by us not later than December 22, 2006 and must comply with the SEC s rules concerning the inclusion of stockholder proposals in company-sponsored proxy materials as set forth in Rule 14a-8 promulgated under the Exchange Act and our bylaws. If the date of the 2007 annual meeting, if any, is changed by more than 30 days from May 23, 2007, then in order to be considered for inclusion in Triad s proxy materials, proposals of stockholders intended to be presented at the 2007 annual meeting must be received instead within a reasonable time before we begin to print and mail our proxy materials for the 2007 annual meeting.

For other stockholder proposals (outside of Rule 14a-8), the Company s bylaws contain an advance notice provision which requires that a stockholder s notice of a proposal to be brought before an annual meeting must be timely. In order to be timely, the notice must be addressed to our Corporate Secretary and delivered or mailed and must have been received at our principal executive offices not later than February 22, 2007; provided that if the date of the annual meeting is advanced more than 30 days prior to or delayed more than 60 days after such anniversary date, notice by the stockholder to be timely must be so delivered not later than the close of business on the later of the 90th day prior to such annual meeting or the 10th day following the day on which public announcement of the date of such meeting is first made. For any such proposal to be properly submitted as business to come before the annual meeting, the notice (i) must be received by the Company from a stockholder of record at the time of giving such notice who is entitled to vote at the meeting and (ii) must comply with the requirements specified in the Company s bylaws.

Multiple Stockholders Sharing One Address

Some banks, brokers, and other nominee record holders may be participating in the practice of householding proxy statements. This means that only one (1) copy of this notice and proxy statement may have been sent to multiple stockholders in your household. If you would prefer to receive separate copies of the proxy statement either now or in the future, please contact Innisfree either by calling toll-free at (877) 456-3463 or in writing at 501 Madison Avenue, 20th Floor, New York, New York 10022. In addition, security holders sharing an address can request delivery of a single copy of the proxy statement if you are receiving multiple copies upon oral or written request to Innisfree at the telephone number and address stated above.

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WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. You may read and copy any document we file at the SEC s public reference room located at 100 F Street, N.E., Room 1580, Washington, D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Our SEC filings are also available to the public at the SEC s website at http://www.sec.gov. You also may obtain free copies of the documents Triad files with the SEC by going to the Investor Relations section of our website at www.triadhospitals.com. Our website address is provided as an inactive textual reference only. The information provided on our website is not part of this proxy statement, and therefore is not incorporated by reference.

Any person, including any beneficial owner to whom this proxy statement is delivered, may request additional copies of this proxy statement, without charge, by telephoning Innisfree toll-free at (877) 456-3463, by writing to Innisfree at 501 Madison Avenue, 20th Floor, New York, New York 10022, or by accessing the Company s website at www.triadhospitals.com.

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THIS PROXY STATEMENT DOES NOT CONSTITUTE THE SOLICITATION OF A PROXY IN ANY JURISDICTION TO OR FROM ANY PERSON TO WHOM OR FROM WHOM IT IS UNLAWFUL TO MAKE SUCH PROXY SOLICITATION IN THAT JURISDICTION. YOU SHOULD RELY ONLY ON THE INFORMATION CONTAINED IN THIS PROXY STATEMENT TO VOTE YOUR SHARES AT THE SPECIAL MEETING. WE HAVE NOT AUTHORIZED ANYONE TO PROVIDE YOU WITH INFORMATION THAT IS DIFFERENT FROM WHAT IS CONTAINED IN THIS PROXY STATEMENT. THIS PROXY STATEMENT IS DATED [•], 2007. YOU SHOULD NOT ASSUME THAT THE INFORMATION CONTAINED IN THIS PROXY STATEMENT IS ACCURATE AS OF ANY DATE OTHER THAN THAT DATE, AND THE MAILING OF THIS PROXY STATEMENT TO STOCKHOLDERS DOES NOT CREATE ANY IMPLICATION TO THE CONTRARY.

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ANNEX A

EXECUTION COPY

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

TRIAD HOSPITALS, INC.,

COMMUNITY HEALTH SYSTEMS, INC.

AND

FWCT-1 ACQUISITION CORPORATION

MARCH 19, 2007

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is made and entered into as of this 19th day of March, 2007, by and among Triad Hospitals, Inc., a Delaware corporation (the "Company"), Community Health Systems, Inc., a Delaware corporation ("Parent"), and FWCT-1 Acquisition Corporation, a Delaware corporation and a wholly owned subsidiary of Parent ("Merger Sub").

RECITALS

WHEREAS, the parties intend that Merger Sub be merged with and into the Company (the "Merger"), with the Company surviving the Merger as a wholly owned subsidiary of Parent;

WHEREAS, immediately prior to entering into this Agreement, the Company terminated the Agreement and Plan of Merger, dated as of February 4, 2007, by and among Panthera Partners, LLC, Panthera Holdco Corp., Panthera Acquisition Corporation (collectively, "Panthera") and the Company (the "Prior Merger Agreement");

WHEREAS, the respective boards of directors of Parent, Merger Sub and the Company have determined that it is in the best interests of their respective stockholders for Parent to acquire the Company on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Board of Directors of the Company, following the unanimous recommendation of the Special Committee, has (i) determined that it is in the best interests of the Company and its stockholders, and declared it advisable, to terminate the Prior Merger Agreement and enter into this Agreement, (ii) approved the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger and (iii) resolved to recommend adoption of this Agreement by the stockholders of the Company;

WHEREAS, the members of the Boards of Directors of Parent and Merger Sub have unanimously approved this Agreement and declared it advisable for Parent and Merger Sub, respectively, to enter into this Agreement; and

WHEREAS, the Company, Parent and Merger Sub desire to make certain representations, warranties, covenants and agreements in connection with the Merger and also to prescribe certain conditions to the Merger, as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the representations, warranties, covenants and agreements contained herein, intending to be legally bound, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions. For purposes of this Agreement, the following terms have the respective meanings set forth below:

"Acceptable Confidentiality Agreement" has the meaning set forth in Section 7.4(f)(i).

"Affiliate" means, with respect to any Person, any other Person, directly or indirectly, controlling, controlled by, or under common control with, such Person. For purposes of this definition, the term "control"

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(including the correlative terms controlling , controlled by and under common control with) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

Agreement has the meaning set forth in the Preamble.

Board of Directors means the board of directors of the Company.

Business Day means any day other than the days on which banks in New York, New York are required or authorized to close.

Certificate has the meaning set forth in Section 3.1(d).

Certificate of Merger has the meaning set forth in Section 2.3.

CIA has the meaning set forth in Section 4.16(b).

Closing has the meaning set forth in Section 2.2.

Closing Date has the meaning set forth in Section 2.2.

Code means the Internal Revenue Code of 1986, as amended.

Common Stock has the meaning set forth in Section 3.1(a).

Company has the meaning set forth in the Preamble.

Company Acquisition Proposal has the meaning set forth in Section 7.4(f)(ii).

Company Benefit Plans has the meaning set forth in Section 4.14(a).

Company Disclosure Letter has the meaning set forth in the preamble to Article IV.

Company Employees means any current, former or retired employee, officer, consultant, independent contractor or director of the Company or any of its Subsidiaries.

Company ERISA Affiliate means any Person that, together with the Company or any of its Subsidiaries is treated as a single employer under Section 414(b), (c), (m) or (o) of the Code.

Company ESOP means that certain Employee Stock Ownership Plan, or the trust established under such plan, established by the Company.

Company ESOP Debt means debt evidenced by that certain ESOP Loan and Pledge Agreement dated June 10, 1999 by and between the Company and U.S. Trust Company, N.A., as trustee of the Company ESOP.

Company ESOP Shares means the Shares owned by the Company ESOP and unallocated to participant accounts under the Company ESOP immediately prior to the Effective Time.

Company Joint Venture means the Persons or other joint venture arrangements set forth in Schedule 4.6(b) of the Company Disclosure Letter.

Company Options means outstanding options to acquire Shares from the Company granted under the Company Stock Plans.

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Company Proxy Statement has the meaning set forth in Section 4.9.

Company SEC Reports has the meaning set forth in Section 4.7(a).

Company Securities has the meaning set forth in Section 4.5(b).

Company Stockholder Meeting has the meaning set forth in Section 7.1(a).

Company Stock Plans means the plans listed on Schedule 4.14(c) of the Company Disclosure Letter whereby Company Options, RSUs or shares of Common Stock have been or may be issued to employees, officers or directors of the Company, its subsidiaries or its predecessors.

Compensation has the meaning set forth in Section 7.9(a).

Confidentiality Agreement means the Confidentiality and Standstill Agreement, dated as of February 9, 2007, by and between the Company and Parent.

Consent Solicitation has the meaning set forth in Section 7.11(e).

Contract has the meaning set forth in Section 4.4.

Current Employee has the meaning set forth in Section 7.9(a).

Current Policy has the meaning set forth in Section 7.5(b).

Damages has the meaning set forth in Section 7.5(a).

Debt Financing has the meaning set forth in Section 5.7.

Debt Financing Commitments has the meaning set forth in Section 5.7.

Debt Offer has the meaning set forth in Section 7.11(a).

Deemed Purchase has the meaning set forth in Section 3.3(d).

DGCL has the meaning set forth in Section 2.1.

Disclosed Conditions has the meaning set forth in Section 5.12.

Dissenting Shares has the meaning set forth in Section 3.1(e).

DOJ has the meaning set forth in Section 7.2(b).

Effective Time has the meaning set forth in Section 2.3.

Employee Benefit Plan has the meaning set forth in Section 3(3) of ERISA.

End Date has the meaning set forth in Section 9.1(b)(i).

ERISA means the Employee Retirement Income Security Act of 1974, as amended.

Exchange Act means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

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Existing Credit Agreement means the credit agreement dated as of June 10, 2005 by and among the Company, certain of its Subsidiaries, Bank of America, N.A., as administrative agent, and the lenders and other agents party thereto.

Existing Parent Notes has the meaning set forth in Section 7.10(c).

Facilities means all hospitals, ambulatory centers, outpatient clinics, long-term care facilities, nursing homes, rehabilitation facilities, assisted living facilities, independent living facilities or other healthcare facilities operated by the Company or any of its Subsidiaries.

FTC has the meaning set forth in Section 7.2(b).

GAAP means United States generally accepted accounting principles.

Governmental Authority means any nation or government or any agency, public or regulatory authority, instrumentality, department, commission, court, arbitrator, ministry, tribunal or board of any nation or government or political subdivision thereof, in each case, whether national, federal, provincial, state, regional, local or municipal.

HCA Tax Sharing Agreement means the Tax Sharing and Indemnification Agreement dated as of May 11, 1999 entered into by and among Columbia/HCA Healthcare Corporation (now known as HCA Inc.), LifePoint Hospitals, Inc., and the Company in connection with the distribution by Columbia/HCA Healthcare Corporation to its shareholders of all of the stock of LifePoint Hospitals, Inc. and the Company.

HSR Act means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

Indentures means: (i) the Senior Debt Securities Indenture, dated as of May 6, 2004, between the Company and Citigroup, N.A., as trustee, with respect to the 7% Senior Notes due 2012; (ii) the First Supplemental Indenture, dated as of May 6, 2004, between the Company and Citibank, N.A. as trustee, with respect to the 7% Senior Notes due 2012; and (iii) the Indenture dated as of November 12, 2003, between the Company and Citibank, N.A., as trustee, with respect to the 7% Senior Subordinated Notes due 2013.

Initial Panthera Termination Fee has the meaning set forth in Section 7.18(a).

Insurance Amount has the meaning set forth in Section 7.5(b).

Intercompany Debt means any loan, advance or other obligation solely among the Company and/or any of its Subsidiaries.

IRS means the Internal Revenue Service of the United States.

Knowledge means the actual knowledge of the Persons set forth in Schedule 1.1 of the Company Disclosure Letter.

Law means applicable statutes, common laws, rules, ordinances, regulations, codes, orders, judgments, injunctions, writs, decrees, governmental guidelines or interpretations having the force of law or bylaws, in each case, of a Governmental Authority.

Leased Real Property means the real property that is used in the business of the Company and its Subsidiaries as presently conducted that is leased by the Company or any of its Subsidiaries, in each case as tenant.

Liens means, with respect to any asset, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind in respect of such asset.

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Marketing Period has the meaning set forth in Section 7.10(b).

Material Adverse Effect on the Company means any event, state of facts, circumstance, development, change, effect or occurrence that is materially adverse to (x) the ability of the Company to timely perform its obligations under this Agreement, or (y) the business, financial condition or results of operations of the Company and its Subsidiaries, taken as a whole, other than any event, state of facts, circumstance, development, change, effect or occurrence resulting from (A) changes in general economic or political conditions or the securities, credit or financial markets in general, (B) general changes or developments in the industries in which the Company and its Subsidiaries operate, including general changes in applicable Law across such industries, (C) the announcement of this Agreement or the pendency of the transactions contemplated hereby, including disputes or any fees or expenses incurred in connection therewith or any labor union activities or disputes, (D) the identity of Parent or any of its Affiliates as the acquiror of the Company, (E) compliance with the terms of, or the taking of any action required by, this Agreement or consented to by Parent, (F) any acts of terrorism or war or any natural disaster or weather-related event (other than any of the foregoing that causes any damage or destruction to or renders unusable any material Facility of the Company or any of its Subsidiaries), (G) changes in generally accepted accounting principles or the interpretation thereof, (H) changes in the price or trading volume of the Common Stock (provided that the underlying causes of such price or volume changes nonetheless shall be considered in determining whether there is a Material Adverse Effect on the Company), (I) any legal proceedings made or brought by any of the current or former stockholders of the Company (on their own behalf or on behalf of the Company) arising out of or related to this Agreement or the Merger, or (J) any failure to meet internal or published projections, forecasts or revenue or earning predictions for any period (provided that the underlying causes of such failure nonetheless shall be considered in determining whether there is a Material Adverse Effect on the Company except as otherwise excluded from the definition of Material Adverse Effect on the Company pursuant to this Agreement), except, in the case of the foregoing clauses (A) and (B), to the extent such changes or developments referred to therein would reasonably be expected to have a materially disproportionate impact on the Company and its Subsidiaries, taken as a whole, relative to other for profit participants in the industries and in the geographic markets in which the Company conducts its businesses after taking into account the size of the Company relative to such other for profit participants.

Material Contract has the meaning set forth in Section 4.12(a).

Merger has the meaning set forth in the Recitals.

Merger Consideration has the meaning set forth in Section 3.1(d).

Merger Shares has the meaning set forth in Section 3.1(d).

Merger Sub has the meaning set forth in the Preamble.

Minority Joint Venture means the Persons or other joint venture arrangements set forth in Schedule 4.6(b) of the Company Disclosure Letter.

Net SPP Payment has the meaning set forth in Section 3.3(d).

New Financing Commitments has the meaning set forth in Section 5.7.

Notes has the meaning set forth in Section 7.11(a).

Notice Period has the meaning set forth in Section 7.4(d).

Offer Documents has the meaning set forth in Section 7.11(b).

OIG has the meaning set forth in Section 4.16(b).

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Owned Real Property means all real property owned in fee by the Company or any of its Subsidiaries together with all appurtenant easements thereunder or relating thereto and all structures, fixtures and improvements located thereon.

Panthera has the meaning set forth in the Recitals.

Panthera Parent has the meaning set forth in Section 7.18(a).

Panthera Termination Fee has the meaning set forth in Section 7.18(a).

Parent has the meaning set forth in the Preamble.

Parent Consent Solicitation has the meaning set forth in Section 7.10(c).

Parent Disclosure Letter has the meaning set forth in the preamble to Article V.

Parent Expenses has the meaning set forth in Section 9.2(c).

Parent Tender Offer has the meaning set forth in Section 7.10(c).

Participants has the meaning set forth in Section 3.3(d).

Paying Agent has the meaning set forth in Section 3.2(a).

PBGC has the meaning set forth in Section 4.14(a).

Permits means any licenses, franchises, permits, certificates, consents, approvals or other similar authorizations of, from or by a Governmental Authority, possessed by, granted to or necessary for the ownership of the material assets or conduct of the business of the Company or its Subsidiaries.

Permitted Liens means (i) Liens for Taxes, assessments and governmental charges or levies not yet due and payable or that are being contested in good faith and by appropriate Proceedings; (ii) mechanics, carriers , workmen s, repairmen s, materialmen s or other Liens or security interests that secure a liquidated amount that are being contested in good faith and by appropriate Proceedings; (iii) leases, subleases and licenses (other than capital leases and leases underlying sale and leaseback transactions); (iv) Liens imposed by applicable Law, (v) pledges or deposits to secure obligations under workers compensation Laws or similar legislation or to secure public or statutory obligations; (vi) pledges and deposits to secure the performance of bids, trade contracts, leases, surety and appeal bonds, performance bonds and other obligations of a similar nature, in each case in the ordinary course of business; (vii) easements, covenants and rights of way (unrecorded and of record) and other similar restrictions of record, and zoning, building and other similar restrictions, in each case that do not adversely affect in any material respect the current use of the applicable property owned, leased, used or held for use by the Company or any of its Subsidiaries; (viii) Liens relating to existing indebtedness, the existence of which indebtedness is specifically disclosed in any Company SEC Report filed prior to the date of this Agreement; (ix) Liens permitted under or securing indebtedness pursuant to the Existing Credit Agreement; and (x) any other Liens that do not secure a liquidated amount, that have been incurred or suffered in the ordinary course of business and that would not, individually or in the aggregate, have a material effect on the Company or the ability of Parent to obtain the Debt Financing.

Person means any individual, corporation, company, limited liability company, partnership, association, trust, joint venture or any other entity or organization, including any government or political subdivision or any agency or instrumentality thereof.

Preferred Stock has the meaning set forth in Section 4.5(a).

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Prior Merger Agreement has the meaning set forth in the Recitals.

Proceeding has the meaning set forth in Section 4.11.

Real Property means the Owned Real Property together with the Leased Real Property.

Real Property Leases has the meaning set forth in Section 4.15.

Recommendation has the meaning set forth in Section 7.1(a).

Recommendation Withdrawal has the meaning set forth in Section 7.1(a).

Representatives means the Company s and its Subsidiaries officers, directors, employees, consultants, agents, advisors, affiliates and other representatives.

Requested Consents has the meaning set forth in Section 7.11(e).

Required Financial Information has the meaning set forth in Section 7.10(a).

Requisite Stockholder Vote has the meaning set forth in Section 4.2(a).

Restricted Share has the meaning set forth in Section 3.3(b).

Rights Agreement has the meaning set forth in Section 4.20(a).

RSU has the meaning set forth in Section 3.3(c).

SEC means the United States Securities and Exchange Commission.

Securities Act means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

Shares has the meaning set forth in Section 3.1(a).

Solvent has the meaning set forth in Section 5.11.

Special Committee means a committee of the Company s Board of Directors, the members of which are not affiliated with Parent or Merger Sub and are not members of the Company s management, formed for the purpose of, among other things, evaluating, and making a recommendation to the full Board of Directors of the Company with respect to, this Agreement and the Merger.

Stock Purchase Plans has the meaning set forth in Section 3.3(d).

Subsidiary , with respect to any Person, means any other Person of which the first Person owns, directly or indirectly, securities or other ownership interests having either (i) voting power to elect a majority of the board of directors or other persons performing similar functions, or (ii) beneficial ownership of more than 50% of the equity interests of the second Person. With respect to the Company, the term Subsidiary shall not include any Minority Joint Venture.

Superior Proposal has the meaning set forth in Section 7.4(f)(iii).

Surviving Corporation has the meaning set forth in Section 2.1.

Surviving Corporation Plan has the meaning set forth in Section 7.9(b).

Takeover Statute has the meaning set forth in Section 4.20(b).

Tax means (i) all federal, state, local, foreign and other taxes (including withholding taxes), customs, duties, imposts and other similar governmental charges of any kind or nature whatsoever, together with any interest and any penalties, additions or additional amounts with respect thereto (whether disputed or not), (ii) any liability for payment of amounts described in clause (i) whether as a result of transferee liability, joint or several liability for being a member of an affiliated, consolidated, combined, unitary or other group for any period, or otherwise by operation of law, and (iii) any liability for the payment of amounts described in clause (i) or (ii) as a result of any tax sharing, tax indemnity or tax allocation agreement or any other express or implied agreement to pay or indemnify any other Person.

Tax Return means any return, declaration, report, statement, information statement or other document filed or required to be filed with any Governmental Authority with respect to Taxes, including any claims for refunds of Taxes, any information returns and any amendments or supplements of any of the foregoing.

Termination Fee means $130,000,000.

Section 1.2 Terms Generally. The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words include , includes and including shall be deemed to be followed by the phrase without limitation , unless the context expressly provides otherwise. All references herein to Sections, paragraphs, subparagraphs, clauses, Exhibits or Schedules shall be deemed references to Sections, paragraphs, subparagraphs or clauses of, or Exhibits or Schedules to this Agreement, unless the context requires otherwise. Unless otherwise expressly defined, terms defined in this Agreement have the same meanings when used in any Exhibit or Schedule hereto, including the Company Disclosure Letter. Unless otherwise specified, the words this Agreement , herein , hereof , hereto and hereunder and other words of similar im refer to this Agreement as a whole (including the Schedules, Exhibits and the Company Disclosure Letter) and not to any particular provision of this Agreement. The term or is not exclusive. The word extent in the phrase to the extent shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply if . Any Contract, instrument or Law defined or referred to herein means such Contract, instrument or Law as from time to time amended, modified or supplemented, including (in the case of Contracts or instruments) by waiver or consent and (in the case of Laws) by succession of comparable successor Laws and references to all attachments thereto and instruments incorporated therein. References to a Person are also to such Person s permitted successors and assigns.

ARTICLE II

THE MERGER

Section 2.1 The Merger. On the terms and subject to the conditions set forth in this Agreement, and in accordance with the General Corporation Law of the State of Delaware (the DGCL), at the Effective Time, Merger Sub will merge with and into the Company (the Merger), the separate corporate existence of Merger Sub will cease and the Company will continue its corporate existence under Delaware law as the surviving corporation in the Merger (the Surviving Corporation).

Section 2.2 Closing. Unless otherwise mutually agreed in writing by the Company and Merger Sub, the closing of the Merger (the Closing) will take place at the offices of Kirkland & Ellis LLP, 153 East 53rd Street, New York, New York, at 10:00 a.m. on the third Business Day after the satisfaction or waiver of the conditions set forth in Article VIII (excluding conditions that, by their terms, cannot be satisfied until the Closing but subject to the satisfaction or waiver of such conditions at the Closing); provided, however, that if the Marketing Period has not ended at the time of the satisfaction or waiver of the conditions set forth in Article VIII (excluding

conditions that, by their terms, cannot be satisfied until the Closing but subject to the satisfaction or waiver of such conditions at the Closing), the Closing shall occur on the date following the satisfaction or waiver of such conditions that is the earliest to occur of (a) a date during the Marketing Period to be specified by Merger Sub on no less than three Business Days notice to the Company, (b) the final day of the Marketing Period, and (c) the End Date. The date on which the Closing actually occurs is hereinafter referred to as the Closing Date .

Section 2.3 Effective Time. Subject to the provisions of this Agreement, at the Closing, the Company will cause a certificate of merger (the Certificate of Merger) to be executed, acknowledged and filed with the Secretary of State of the State of Delaware in accordance with Section 251 of the DGCL. The Merger will become effective at such time as the Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such later date or time as may be agreed by the Company and Merger Sub in writing and specified in the Certificate of Merger in accordance with the DGCL (the effective time of the Merger being hereinafter referred to as the Effective Time).

Section 2.4 Effects of the Merger. The Merger shall have the effects set forth in this Agreement and the applicable provisions of the DGCL. Without limiting the generality of the foregoing, and subject thereto, from and after the Effective Time, all property, rights, privileges, immunities, powers, franchises, licenses and authority of the Company and Merger Sub shall vest in the Surviving Corporation, and all debts, liabilities, obligations, restrictions and duties of each of the Company and Merger Sub shall become the debts, liabilities, obligations, restrictions and duties of the Surviving Corporation.

Section 2.5 Organizational Documents. At the Effective Time, (a) the Certificate of Incorporation of the Surviving Corporation shall be amended to read in its entirety as the Certificate of Incorporation of Merger Sub read immediately prior to the Effective Time, except that the name of the Surviving Corporation shall be Triad Healthcare Corporation and the provision in the Certificate of Incorporation of Merger Sub naming its incorporator shall be omitted and (b) the bylaws of the Surviving Corporation shall be amended so as to read in their entirety as the bylaws of Merger Sub as in effect immediately prior to the Effective Time, until thereafter amended in accordance with applicable Law, except the references to Merger Sub s name shall be replaced by references to Triad Healthcare Corporation.

Section 2.6 Directors and Officers of Surviving Corporation. The directors and officers of Merger Sub, in each case, as of the Effective Time shall, from and after the Effective Time, be the directors and officers, respectively, of the Surviving Corporation until their successors have been duly elected or appointed and qualified or until their earlier death, resignation or removal in accordance with the certificate of incorporation or bylaws of the Surviving Corporation.

ARTICLE III

EFFECT OF THE MERGER ON THE CAPITAL STOCK

OF THE CONSTITUENT CORPORATIONS

Section 3.1 Conversion of Securities. At the Effective Time, pursuant to this Agreement and by virtue of the Merger and without any action on the part of the Company, Merger Sub or the holders of the Shares:

(a) Each share of Common Stock, par value $.01 per share, of the Company (the Common Stock or the Shares) held by the Company (or any subsidiary of the Company) as treasury stock or owned directly or indirectly by Parent or Merger Sub immediately prior to the Effective Time (including any Shares acquired by Parent, Merger Sub or any other subsidiary of Parent immediately prior to the Effective Time) shall be canceled and retired and shall cease to exist, and no payment or distribution shall be made or delivered with respect thereto.

(b) [Intentionally omitted]

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(c) Each share of common stock, par value $.01 per share, of Merger Sub issued and outstanding immediately prior to the Effective Time shall be converted into and become one newly issued, fully paid and non-assessable share of common stock of the Surviving Corporation.

(d) Each Share (including any Restricted Shares) issued and outstanding immediately prior to the Effective Time (other than Shares to be canceled pursuant to Section 3.1(a) and Dissenting Shares), automatically shall be canceled and converted into the right to receive $54.00 in cash, without interest (the Merger Consideration), payable to the holder thereof upon surrender of the stock certificate formerly representing such Share (a Certificate) in the manner provided in Section 3.2. Such Shares, other than those canceled pursuant to Section 3.1(a) and Dissenting Shares, sometimes are referred to herein as the Merger Shares.

(e) Notwithstanding any provision of this Agreement to the contrary, if required by the DGCL (but only to the extent required thereby), Shares that are issued and outstanding immediately prior to the Effective Time (other than Shares to be canceled pursuant to Section 3.1(a)) and that are held by holders of such Shares who have not voted in favor of the adoption of this Agreement or consented thereto in writing and who have properly exercised appraisal rights with respect thereto in accordance with, and who have complied with, Section 262 of the DGCL (the Dissenting Shares) will not be convertible into the right to receive the Merger Consideration, and holders of such Dissenting Shares will be entitled to receive payment of the fair value of such Dissenting Shares in accordance with the provisions of such Section 262 unless and until any such holder fails to perfect or effectively withdraws or loses its rights to appraisal and payment under the DGCL. If, after the Effective Time, any such holder fails to perfect or effectively withdraws or loses such right, such Dissenting Shares will thereupon be treated as if they had been converted into and have become exchangeable for, at the Effective Time, the right to receive the Merger Consideration, without any interest thereon, and the Surviving Corporation shall remain liable for payment of the Merger Consideration for such Shares. At the Effective Time, any holder of Dissenting Shares shall cease to have any rights with respect thereto, except the rights provided in Section 262 of the DGCL and as provided in the previous sentence. The Company will give Parent (i) notice of any demands received by the Company for appraisals of Shares and (ii) the opportunity to participate in and direct all negotiations and proceedings with respect to such notices and demands. The Company shall not, except with the prior written consent of Parent, make any payment with respect to any demands for appraisal or settle any such demands.

(f) If between the date of this Agreement and the Effective Time the number of outstanding Shares is changed into a different number of shares or a different class, by reason of any stock dividend, subdivision, reclassification, recapitalization, split-up, combination, exchange of shares or the like, other than pursuant to the Merger, the amount of Merger Consideration payable per Merger Share shall be correspondingly adjusted.

(g) For the avoidance of doubt, the parties acknowledge and agree that the contribution of Shares (including Restricted Shares) to Parent pursuant to any agreements with holders of Shares (including Restricted Shares) shall be deemed to occur immediately prior to the Effective Time and prior to any other above-described event.

Section 3.2 Payment of Cash for Merger Shares.

(a) Prior to the Closing Date, the Company shall (i) designate a bank or trust company that is reasonably satisfactory to Parent (the Paying Agent) and (ii) enter into a paying agent agreement, in form and substance reasonably satisfactory to Parent, with such Paying Agent, to serve as the Paying Agent for the Merger Consideration and payments in respect of the Company Options, RSUs and Net SPP Payments, unless another agent is designated as provided in Section 3.3(a), Section 3.3(c) and Section 3.3(d). Immediately following the Effective Time, Parent and/or the Surviving Corporation will deposit, or Parent shall cause the Surviving Corporation to deposit, with the Paying Agent cash in the aggregate amount sufficient to pay the Merger Consideration in respect of all Merger Shares outstanding immediately prior to the Effective Time plus any cash necessary to pay for Company Options and RSUs outstanding immediately prior to the Effective Time, as well as for Net SPP Payments, pursuant to Section 3.3(a), Section 3.3(c) and Section 3.3(d). Pending distribution of the

cash deposited with the Paying Agent, such cash shall be held in trust for the benefit of the holders of Merger Shares, RSUs and Company Options outstanding immediately prior to the Effective Time, as well as for Net SPP Payments, and shall not be used for any other purposes; provided, however, that the Surviving Corporation may direct the Paying Agent to invest such cash in (i) obligations of or guaranteed by the United States of America or any agency or instrumentality thereof, (ii) money market accounts, certificates of deposit, bank repurchase agreement or banker s acceptances of, or demand deposits with, commercial banks having a combined capital and surplus of at least $1,000,000,000 (based on the most recent financial statements of such bank which are publicly available), or (iii) commercial paper obligations rated P-1 or A-1 or better by Standard & Poor s Corporation or Moody s Investor Services, Inc. Any profit or loss resulting from, or interest and other income produced by, such investments shall be for the account of the Surviving Corporation.

(b) As promptly as practicable after the Effective Time, the Surviving Corporation shall send, or cause the Paying Agent to send, to each record holder of Merger Shares entitled to receive the Merger Consideration a letter of transmittal and instructions for exchanging their Merger Shares for the Merger Consideration payable therefor. The letter of transmittal will be in customary form and will specify that delivery of Certificates (or effective affidavits of loss in lieu thereof) will be effected, and risk of loss and title will pass, only upon delivery of the Certificates (or effective affidavits of loss in lieu thereof) to the Paying Agent. Upon surrender of Certificate or Certificates (or effective affidavits of loss in lieu thereof) to the Paying Agent together with a properly completed and duly executed letter of transmittal and any other documentation that the Paying Agent may reasonably require, the record holder thereof shall be entitled to receive the Merger Consideration payable in exchange therefor, less any amounts required to be withheld for Tax. Until so surrendered and exchanged, each such Certificate shall, after the Effective Time, be deemed to represent only the right to receive the Merger Consideration, and until such surrender and exchange, no cash shall be paid to the holder of such outstanding Certificate in respect thereof.

(c) If payment is to be made to a Person other than the registered holder of the Merger Shares formerly represented by the Certificate or Certificates surrendered in exchange therefor, it shall be a condition to such payment that the Certificate or Certificates so surrendered shall be properly endorsed or otherwise be in proper form for transfer and that the Person requesting such payment shall pay to the Paying Agent any applicable stock transfer taxes required as a result of such payment to a Person other than the registered holder of such Merger Shares or establish to the reasonable satisfaction of the Paying Agent that such stock transfer taxes have been paid or are not payable.

(d) After the Effective Time, there shall be no further transfers on the stock transfer books of the Company of the Shares that were outstanding immediately prior to the Effective Time other than to settle transfers of Shares that occurred prior to the Effective Time. If, after the Effective Time, Certificates are presented to the Surviving Corporation or the Paying Agent, such shares shall be canceled and exchanged for the consideration provided for, and in accordance with the procedures set forth, in this Article III.

(e) If any cash deposited with the Paying Agent remains unclaimed twelve months after the Effective Time, such cash shall be returned to the Surviving Corporation upon demand, and any holder who has not surrendered such holder s Certificates for the Merger Consideration prior to that time shall thereafter look only to the Surviving Corporation for payment of the Merger Consideration. Notwithstanding the foregoing, none of Merger Sub, the Company, the Surviving Corporation or the Paying Agent shall be liable to any holder of Certificates for any amount paid to a public official pursuant to any applicable unclaimed property laws. Any amounts remaining unclaimed by holders of Certificates as of a date immediately prior to such time that such amounts would otherwise escheat to or become property of any Governmental Authority shall, to the extent permitted by applicable Law, become the property of the Surviving Corporation on such date, free and clear of any claims or interest of any Person previously entitled thereto.

(f) No dividends or other distributions with respect to capital stock of the Surviving Corporation with a record date after the Effective Time shall be paid to the holder of any unsurrendered Certificate, including Dissenting Shares.

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(g) From and after the Effective Time, the holders of Shares (other than Dissenting Shares) outstanding immediately prior to the Effective Time shall cease to have any rights with respect to such Shares, other than the right to receive the Merger Consideration as provided in this Agreement.

(h) In the event that any Certificate has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such Certificate to be lost, stolen or destroyed, in addition to the posting by such holder of any bond in such reasonable amount as the Surviving Corporation or the Paying Agent may direct as indemnity against any claim that may be made against the Surviving Corporation with respect to such Certificate, the Paying Agent will issue in exchange for such lost, stolen or destroyed Certificate the proper amount of the Merger Consideration in respect thereof entitled to be received pursuant to this Agreement.

(i) Parent, the Surviving Corporation and the Paying Agent shall be entitled to deduct and withhold from the Merger Consideration otherwise payable hereunder and any amounts to be paid hereunder in respect of Company Options, RSUs or Net SPP Payments any amounts required to be deducted and withheld under any applicable Tax Law. To the extent any amounts are so withheld, such withheld amounts shall be timely paid to the applicable Tax authority and shall be treated for all purposes as having been paid to the holder from whose Merger Consideration (or amounts payable hereunder with respect to Company Options, RSUs or Net SPP Payments) the amounts were so deducted and withheld.

Section 3.3 Treatment of Options and Other Awards.

(a) As of the Effective Time, except as otherwise agreed by Parent and the holder of Company Options with respect to such holder s Company Options, each Company Option will be cancelled and extinguished, and the holder thereof will be entitled to receive an amount in cash equal to the excess (if any) of (A) the product of (i) the number of Shares subject to such Company Option and (ii) the Merger Consideration over (B) the aggregate exercise price of such Company Option, without interest and less any amounts required to be deducted and withheld under any applicable Law. All payments with respect to canceled Company Options shall be made by the Paying Agent (or such other agent reasonably acceptable to Parent as the Company shall designate prior to the Effective Time) as promptly as reasonably practicable after the Effective Time from funds deposited by or at the direction of the Surviving Corporation to pay such amounts in accordance with Section 3.2(a).

(b) As of the Effective Time, except as otherwise agreed by Parent and the holder of a Share subject to vesting or other lapse restrictions pursuant to any Company Stock Plan or any applicable restricted stock award agreement (each a Restricted Share) with respect to such holder s Restricted Shares, each Restricted Share outstanding immediately prior to the Effective Time shall vest and become free of such restrictions as of the Effective Time and shall, as of the Effective Time, be canceled and converted into the right to receive the Merger Consideration in accordance with Section 3.1(d).

(c) As of the Effective Time, except as otherwise agreed by Parent and the holder of awards of a right under any Company Stock Plan entitling the holder thereof to Restricted Shares, shares of Common Stock or cash equal to or based on the value of Common Stock (collectively, RSUs) with respect to such holder s RSUs, each RSU outstanding immediately prior to the Effective Time, shall vest, if applicable, and become free of any lapse restriction (without regard to whether the RSUs are then vested or the applicable restrictions have lapsed) and, as of the Effective Time be canceled, and at the Effective Time, the holder thereof shall be entitled to receive an amount in cash equal to the (i) product of (A) the number of Shares previously subject to such RSU and (B) the Merger Consideration, and (ii) the value of any deemed dividend equivalents accrued but unpaid with respect to such RSUs, less any amounts required to be withheld under any applicable Law. All payments with respect to canceled RSUs shall be made by the Paying Agent (or such other agent reasonably acceptable to Parent as the Company shall designate prior to the Effective Time) as promptly as reasonably practicable after the Effective Time from funds deposited by or at the direction of the Surviving Corporation to pay such amounts in accordance with Section 3.2(a).

(d) At the Effective Time, all amounts withheld by the Company on behalf of the participants in the Company s Amended and Restated Management Stock Purchase Plan and the Company s Employee Stock Purchase Plan (the Stock Purchase Plans , and such participants, the Participants) from the beginning of the

applicable existing salary reduction periods through the Effective Time will be deemed to have been used to purchase Common Stock pursuant to the terms of the Stock Purchase Plans, using the Effective Time as the last date of the applicable salary reduction period under the Stock Purchase Plans (the Deemed Purchase) and each such share of Common Stock will be deemed to have been cancelled and converted into the right to receive the Merger Consideration, such that, as of the Effective Time, on a net basis, each Participant shall be entitled to receive, without interest and less any amounts required to be deducted and withheld under any applicable Law, (i) a refund by the Company of all reductions made pursuant to the Stock Purchase Plans by the Participant during the applicable existing salary reduction periods and (ii) an amount in cash equal to the excess (if any) of (A) the product of (1) the number of Shares that the Participant is deemed to have acquired pursuant to the terms of the applicable Stock Purchase Plan pursuant to the applicable Deemed Purchase and (2) the Merger Consideration, over (B) the aggregate amount of the Participant s purchase price deemed to have been paid in the Deemed Purchase (such cash amount described in (ii) being the Net SPP Payment). All Net SPP Payments shall be paid by the Paying Agent (or such other agent reasonably acceptable to Parent as the Company shall designate prior to the Effective Time) as promptly as reasonably practicable after the Effective Time from funds deposited by or at the direction of the Surviving Corporation to pay such amounts in accordance with Section 3.2(a). However, in connection with the foregoing, if and to the extent permitted by the applicable Stock Purchase Plan, on or after the date of this Agreement, in no event (i) shall any person who is not currently participating in any Stock Purchase Plan be permitted to begin participating in any Stock Purchase Plan, and (ii) shall any person who is currently participating in any Stock Purchase Plan be permitted to increase the level of salary reduction amount that may otherwise be deemed used to purchase shares of Common Stock under any Stock Purchase Plan from that level of salary reduction amount in effect as of the date of this Agreement; and provided, further, that in no event may any new salary reduction period commence after the date hereof and prior to the Effective Time.

(e) Prior to the Effective Time, the Company will (i) (A) use its reasonable best efforts to obtain any consents from the holders of Company Options, and (B) to the extent the Company does not obtain all of such consents, make any amendments to the terms of any Company Stock Plan that in the case of either clause (A) or (B), are necessary to give effect to the transactions contemplated by Section 3.3(a) and (ii) adopt such resolutions and will take such other actions as may be reasonably required to effectuate the actions contemplated by this Section 3.3, without paying any consideration or incurring any debts or obligations on behalf of the Company or the Surviving Corporation.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

Except as set forth in the corresponding sections or subsections of the disclosure letter delivered to Parent and Merger Sub by the Company concurrently with entering into this Agreement (the Company Disclosure Letter) (it being agreed that disclosure of any item in any section or subsection of the Company Disclosure Letter shall be deemed to be disclosed with respect to any other section or subsection to which the relevance of such disclosure is reasonably apparent) or as may be disclosed in the Company SEC Reports filed prior to the date of this Agreement (other than disclosure that constitutes a risk factor or a forward looking statement under the heading Forward Looking Statements in any such Company SEC Reports, provided, however, that any such risk factor or forward looking statement disclosure shall not supersede or otherwise limit the effectiveness of similar disclosure made in the exceptions set forth in clauses (A) through (J) in the definition of Material Adverse Effect on the Company or in the Company Disclosure Letter), the Company hereby represents and warrants to Parent and Merger Sub as follows:

Section 4.1 Corporate Existence and Power. The Company and each of its Subsidiaries is duly organized, validly existing and in good standing under the laws of its jurisdiction (with respect to jurisdictions that recognize the concept of good standing), except in the case of the Company s Subsidiaries, where the failure to be so organized, existing and in good standing has not had, and would not reasonably be expected to have,

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individually or in the aggregate, a Material Adverse Effect on the Company. The Company and each of its Subsidiaries has all corporate or similar powers and authority required to own, lease and operate its respective properties and to carry on its business as now conducted, except in the case of the Company s Subsidiaries, where the failure to have such power and authority has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company. The Company and each of its Subsidiaries is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such qualification necessary, except where the failure to be so licensed or qualified has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company. None of the Company or its Subsidiaries is in violation of its organizational or governing documents in any material respect.

Section 4.2 Corporate Authorization.

(a) The Company has the corporate power and authority to execute and deliver this Agreement and, subject to the adoption of this Agreement by the affirmative vote of the holders of a majority of the outstanding shares of Common Stock (the Requisite Stockholder Vote), to consummate the Merger and the other transactions contemplated hereby and to perform each of its obligations hereunder. The termination of the Prior Merger Agreement, the execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the Merger and the other transactions contemplated hereby have been duly and validly authorized by the Board of Directors of the Company. Except for the adoption of this Agreement by the Requisite Stockholder Vote, no other corporate proceedings on the part of the Company are necessary to approve this Agreement or to consummate the Merger or the other transactions contemplated hereby. The Board of Directors of the Company, following the unanimous recommendation of the Special Committee, at a duly held meeting has (i) determined that it is in the best interests of the Company and its stockholders (other than holders of Shares that are Affiliates of Parent), and declared it advisable, to terminate the Prior Merger Agreement and enter into this Agreement, (ii) approved the termination of the Prior Merger Agreement, the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the Merger, and (iii) resolved to recommend that the stockholders of the Company approve the adoption of this Agreement and directed that such matter be submitted for consideration of the stockholders of the Company at the Company Stockholder Meeting.

(b) This Agreement has been duly and validly executed and delivered by the Company and, assuming the due and valid execution and delivery of this Agreement by Parent and Merger Sub, constitutes a legal, valid and binding agreement of the Company enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or similar Laws affecting the enforcement of creditors rights generally and general equitable principles.

Section 4.3 Governmental Authorization. The execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the Merger do not and will not require any consent, approval, authorization or permit of, action by, filing with or notification to any Governmental Authority, other than (i) the filing of the Certificate of Merger; (ii) compliance with the applicable requirements of the HSR Act; (iii) the applicable requirements of the Exchange Act including the filing of the Company Proxy Statement; (iv) compliance with the rules and regulations of the New York Stock Exchange; (v) compliance with any applicable state securities or blue sky laws; (vi) the consents and/or notices listed in Schedule 4.3 of the Company Disclosure Letter; and (vii) any such consent, approval, authorization, permit, action, filing or notification the failure of which to make or obtain would not (A) individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Company or (B) reasonably be expected to prevent or materially delay the consummation of the Merger.

Section 4.4 Non-Contravention. The termination of the Prior Merger Agreement, the execution, delivery and performance by the Company of this Agreement and the consummation by the Company of the Merger and the other transactions contemplated hereby do not and will not (i) contravene or conflict with, or result in any

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violation or breach of any provision of, the organizational or governing documents of (A) the Company or (B) any of its Subsidiaries; (ii) assuming compliance with the matters referenced in Section 4.3 and the receipt of the Requisite Stockholder Vote, contravene or conflict with or constitute a violation of any provision of any Law binding upon or applicable to the Company or any of its Subsidiaries or any of their respective properties or assets; (iii) require the consent, approval or authorization of, or notice to or filing with any third party with respect to, or result in any breach or violation of, or constitute a default (or an event which with notice or lapse of time or both would become a default) or result in the loss of benefit under, or give rise to any right of termination, cancellation, amendment or acceleration of, any right or obligation of the Company or any of its Subsidiaries, or result in the creation of any Lien (other than Permitted Liens) on any of the properties or assets of the Company or any of its Subsidiaries under any loan or credit agreement, note, bond, mortgage, indenture, contract, agreement, Real Property Lease, license, permit or other instrument or obligation (each, a Contract) to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries or its or any of their respective properties or assets are bound, except in the case of clauses (i)(B), (ii) and (iii) above, which would not (A) individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Company or (B) reasonably be expected to prevent or materially delay the consummation of the Merger.

Section 4.5 Capitalization.

(a) The authorized share capital of the Company consists of 120,000,000 shares of Common Stock and 10,000,000 shares of Preferred Stock, par value $0.01 per share (the Preferred Stock), of which 90,000 shares are designated Series A Junior Participating Preferred Stock. As of February 28, 2007, there were (i) (A) 89,111,035 shares of Common Stock issued and outstanding (including 1,415,031 Restricted Shares), and (B) no shares of Preferred Stock issued and outstanding, (ii) Company Options to purchase an aggregate of 6,771,437 shares of Common Stock, with a weighted average exercise price of $33.79 per share, issued and outstanding and (iii) 1,083,737 shares of Common Stock available for issuance under the Stock Purchase Plans. The Company shall deliver a supplement to Schedule 4.5(a) of the Company Disclosure Letter to Parent no later than the close of business on March 20, 2007, which supplement shall provide the numbers in clauses (i) - (iii) in the immediately preceding sentence as of the close of business on March 19, 2007. Between February 28, 2006 and the date of this Agreement, the Company has not issued any Shares, shares of Preferred Stock or Company Options other than issuances that would not have been prohibited under Section 6.1(m) if such issuances had occurred between the date of this Agreement and the Effective Time. All outstanding Shares are duly authorized, validly issued, fully paid and non-assessable, and are not subject to and were not issued in violation of any preemptive or similar right, purchase option, call or right of first refusal or similar right. No Subsidiaries of the Company own any Shares or any other equity securities of the Company.

(b) Except as set forth in Schedule 4.5(b) of the Company Disclosure Letter and except with respect to the Stock Purchase Plans, there have not been reserved for issuance, and there are no outstanding: (i) shares of capital stock or other voting securities of the Company; (ii) securities of the Company or any of its Subsidiaries convertible into or exchangeable for shares of capital stock or voting securities of the Company or any of its Subsidiaries, other than Company Options; (iii) Company Options or other rights or options to acquire from the Company or any of its Subsidiaries, or obligations of the Company or any of its Subsidiaries to issue, any shares of capital stock, voting securities or securities convertible into or exchangeable for shares of capital stock or voting securities of the Company or such Subsidiary, as the case may be; or (iv) equity equivalent interests in the ownership or earnings of the Company or any of its Subsidiaries or other similar rights (the items in clauses (i) through (iv) collectively, Company Securities). There are no outstanding obligations of the Company or any of its Subsidiaries to repurchase, redeem or otherwise acquire any Company Securities. There are no preemptive rights of any kind which obligate the Company or any of its Subsidiaries to issue or deliver any Company Securities. There are no stockholder agreements, voting trusts or other agreements or understandings to which the Company or any of its Subsidiaries is a party or by which it is bound relating to the voting or registration of any shares of capital stock of the Company or any of its Subsidiaries or preemptive rights with respect thereto.

(c) Except as set forth in Schedule 4.5(c) of the Company Disclosure Letter, since September 30, 2006, the Company has not declared or paid any dividend or distribution in respect of any Company Securities issued

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by the Company other than the issuance of shares upon the exercise of Company Options, and neither the Company nor any of its Subsidiaries has issued, sold, repurchased, redeemed or otherwise acquired any Company Securities issued by the Company, and their respective Boards of Directors have not authorized any of the foregoing.

(d) Except as set forth in Schedule 4.5(d) of the Company Disclosure Letter, neither the Company nor any of its Subsidiaries has entered into any commitment, arrangement or agreement, or are otherwise obligated, to contribute capital, loan money or otherwise provide funds or make additional investments in any Company Joint Venture, Minority Joint Venture or any other Person, other than Intercompany Debt and other than any such commitment, arrangement or agreement entered into in the ordinary course of business consistent with past practice.

(e) No bonds, debentures, notes or other indebtedness having the right to vote generally on any matters on which stockholders of the Company may vote are outstanding.

Section 4.6 Company Subsidiaries and Joint Ventures.

(a) Schedule 4.6(a) of the Company Disclosure Letter sets forth a list of all the Company s Subsidiaries.

(b) Schedule 4.6(b) of the Company Disclosure Letter sets forth a list of all Company Joint Ventures and all Minority Joint Ventures.

(c) All equity interests of any Subsidiary and any Minority Joint Venture held by the Company or any other Subsidiary are validly issued, fully paid and non-assessable and were not issued in violation of any preemptive or similar rights, purchase option, call, or right of first refusal or similar rights. All such equity interests are free and clear of any Liens or any other limitations or restrictions on such equity interests (including any limitation or restriction on the right to vote, pledge or sell or otherwise dispose of such equity interests) other than Permitted Liens. The Company has made available to Parent or its employees, consultants, agents, advisors, affiliates or other representatives true, correct and complete copies of the organizational or governing documents of the Company s Subsidiaries, and to the Knowledge of the Company, the Minority Joint Ventures.

Section 4.7 Reports and Financial Statements.

(a) The Company has filed all forms, reports, statements, certifications and other documents (including all exhibits, amendments and supplements thereto) required to be filed by it with the SEC pursuant to the Exchange Act or other applicable United States federal securities Laws since January 1, 2004 (all such forms, reports, statements, certificates and other documents filed since January 1, 2004, with any amendments thereto, collectively, the Company SEC Reports), each of which, including any financial statements or schedules included therein, as finally amended prior to the date of this Agreement, has complied as to form in all material respects with the applicable requirements of the Securities Act and Exchange Act as of the date filed with the SEC. None of the Company s Subsidiaries is required to file periodic reports with the SEC. None of the Company SEC Reports when filed with the SEC and, if amended, as of the date of such amendment contained any untrue statement of a material fact or omitted to state a material fact required to be stated or incorporated by reference therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) Each of the consolidated financial statements of the Company and its Subsidiaries included (or incorporated by reference) in the Company SEC Reports (including the related notes and schedules, where applicable) fairly presents (subject, in the case of the unaudited statements, to the absence of notes and normal year-end audit adjustments as permitted by the rules related to Quarterly Reports on Form 10-Q promulgated under the Exchange Act), in all material respects, the results of the consolidated operations and changes in stockholders equity and cash flows and consolidated financial position of the Company and its Subsidiaries for the respective fiscal periods or as of the respective dates therein set forth. Each of such consolidated financial statements (including the related notes and schedules, where applicable) complies in all material respects with

applicable accounting requirements and with the published rules and regulations of the SEC with respect thereto and each of such financial statements (including the related notes and schedules, where applicable) were prepared in accordance with GAAP consistently applied during the periods involved, except in each case as indicated in such statements or in the notes thereto or, in the case of unaudited statements, as permitted by the rules related to Quarterly Reports on Form 10-Q promulgated under the Exchange Act.

(c) Except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company, the management of the Company (i) has implemented and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) of the Exchange Act) to ensure that material information relating to the Company, including its consolidated Subsidiaries, is made known to the chief executive officer and the chief financial officer of the Company by others within those entities and (ii) has disclosed, based on its most recent evaluation prior to the date of this Agreement, to the Company s outside auditors and the audit committee of the Board of Directors of the Company (x) any significant deficiencies and material weaknesses in the design or operation of internal controls over financial reporting (as defined in Rule 13a-15(f) of the Exchange Act) which are reasonably likely to adversely affect the Company s ability to record, process, summarize and report financial information and (y) any fraud, known to the Company, whether or not material, that involves management or other employees who have a significant role in the Company s internal controls over financial reporting.

Section 4.8 Undisclosed Liabilities. Except (i) for those liabilities that are reflected or reserved against on the consolidated balance sheet of the Company (including the notes thereto) included in the Company s Annual Report on Form 10-K for the year ended December 31, 2006, (ii) for liabilities incurred in the ordinary course of business consistent with past practice since December 31, 2006, (iii) for liabilities that have been discharged or paid in full prior to the date of this Agreement in the ordinary course of business, (iv) for liabilities incurred in connection with the transactions contemplated hereby, including the termination of the Prior Merger Agreement, or (v) for liabilities that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company, neither the Company nor any of its Subsidiaries has incurred any liability of any nature whatsoever (whether absolute, accrued or contingent or otherwise and whether due or to become due).

Section 4.9 Disclosure Documents. The proxy statement relating to the Merger (the Company Proxy Statement) to be filed by the Company with the SEC in connection with seeking the adoption of this Agreement by the stockholders of the Company will not, at the time it is first mailed to the stockholders of the Company, or at the time of the Company Stockholder Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading. The Company will cause the Company Proxy Statement to comply as to form in all material respects with the requirements of the Exchange Act applicable thereto as of the date of such filing. No representation is made by the Company with respect to statements made in the Company Proxy Statement and any other documents required to be filed by the Company with the SEC relating to the Merger and the transactions contemplated hereby based on information supplied, or required to be supplied, by Parent, Merger Sub or any of their Affiliates specifically for inclusion or incorporation by reference therein.

Section 4.10 Absence of Certain Changes or Events. Since December 31, 2005 to the date of this Agreement, except as otherwise contemplated or permitted by this Agreement, (i) there has not been any event, state of facts, circumstance, development, change, effect or occurrence that, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect on the Company, and (ii) the businesses of the Company and its Subsidiaries have been carried on in all material respects in the ordinary course of business.

Section 4.11 Litigation. Except as set forth on Schedule 4.11 of the Company Disclosure Letter, none of the Company, its Subsidiaries or, to the Knowledge of the Company, the Minority Joint Ventures is a party to any, and there are no pending or, to the Knowledge of the Company, threatened, legal, administrative, arbitral or other

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material proceedings, claims, actions or governmental or regulatory investigations (a Proceeding) of any nature against the Company, any of its Subsidiaries or, to the Knowledge of the Company, any Minority Joint Venture, except for any Proceeding which (i) is not reasonably expected as of the date of this Agreement to involve an amount in controversy in excess of $10,000,000, or (ii) has not had, or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company. Except as set forth on Schedule 4.11 of the Company Disclosure Letter, none of the Company, its Subsidiaries, or, to the Knowledge of the Company, the Minority Joint Ventures, or any of their businesses or properties are subject to or bound by any injunction, order, judgment, decree, settlement agreement, ruling or regulatory restriction of any Governmental Authority specifically imposed upon the Company, any of its Subsidiaries, any Minority Joint Venture or their respective properties or assets, except for any injunction, order, judgment, decree, settlement agreement, ruling or regulatory restriction which has not had, or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.

Section 4.12 Contracts.

(a) The Company has made available to Parent or its employees, consultants, agents, advisors, affiliates or other representatives, as of the date of this Agreement, true, correct and complete copies of (including all amendments or modification to), all Contracts (including with respect to personal property) to which the Company or any of its Subsidiaries is a party or by which the Company, any of its Subsidiaries, or any of their respective properties or assets is bound that:

(i) contain covenants that prohibit the Company or any of its Subsidiaries (or which, immediately following the consummation of the Merger, would prohibit the Surviving Corporation) from competing in any business or with any Person or in any geographic area, or acquiring any Person, except any such contract that may be cancelled without any penalty or other liability to the Company or any of its Subsidiaries upon notice of 60 days or less;

(ii) were entered into after December 31, 2005 or not yet consummated, and involve the acquisition from another Person or disposition to another Person, directly or indirectly (by merger or otherwise), of assets or capital stock or other equity interests of another Person for aggregate consideration under such contract in excess of $25,000,000 (other than acquisitions or dispositions of assets in the ordinary course of business, including acquisitions and dispositions of inventory);

(iii) other than an acquisition permitted under clause (ii) above, provide for aggregate commitments by the Company and/or its Subsidiaries of more than $25,000,000 over the remaining term of such Contract (other than Contracts providing for procurement of supplies in the ordinary course of business); and

(iv) contain restrictions with respect to payment of dividends or any distributions in respect of the capital stock or other equity interests of the Company or any of its Subsidiaries.

Each Contract of the type described in clauses (i) through (iv) is referred to herein as a Material Contract.

(b) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company, (i) each Material Contract is valid and binding on the Company, or any Subsidiary that is a party thereto and, to the Knowledge of the Company, each other party thereto and is in full force and effect, and (ii) the Company and its Subsidiaries have performed and complied with all obligations required to be performed or complied with by them under each Material Contract. There is no default under any Material Contract by the Company, or any of its Subsidiaries, or, to the Knowledge of the Company, by any other party thereto, and no event has occurred that with the lapse of time or the giving of notice or both would constitute a default thereunder by the Company, any of its Subsidiaries, or to the Knowledge of the Company, any other party thereto, except which has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.

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Section 4.13 Taxes.

The representations and warranties contained in Section 4.7(b), this Section 4.13 and Section 4.14 are the only representations and warranties being made by the Company with respect to Taxes related to the Company, any of its Subsidiaries, or any Minority Joint Venture or this Agreement or its subject matter, and no other representation or warranty contained in any other section of this Agreement shall apply to any such Tax matters and no other representation or warranty, express or implied, is being made with respect thereto.

(a) All Tax Returns required to be filed with any Governmental Authority by or with respect to the Company or any of its Subsidiaries have been properly prepared and timely filed, and all such Tax Returns (including information provided therewith or with respect thereto) are true, correct and complete, except for Tax Returns as to which the failure to so file or be true, correct and complete would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on the Company.

(b) The Company and its Subsidiaries (i) have fully and timely paid all Taxes (whether or not shown to be due on the Tax Returns referred to in Section 4.13(a), except for Taxes being contested in good faith and for which adequate reserves have been established in accordance with GAAP and for Taxes as to which the failure to pay would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on the Company, and (ii) have made adequate provision in the applicable financial statements in accordance with GAAP for any material Tax that is not yet due and payable for all taxable periods, or portions thereof, ending on or before the date of this Agreement, and there are no Liens for Taxes upon their assets other than (i) Permitted Liens and (ii) Liens which would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on the Company.

(c) No audit or other Proceeding by any Governmental Authority is pending or threatened in writing with respect to any Taxes due from or with respect to the Company or any of its Subsidiaries, except for such audits, investigations and Proceedings that would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on the Company. No deficiencies for any Taxes have been proposed, asserted or assessed against the Company or any of its Subsidiaries that have not been paid, except for deficiencies (i) as to which adequate reserves have been established, (ii) which have been set forth in Schedule 4.13(c) of the Company Disclosure Letter or (iii) as to which the failure to pay would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on the Company. None of the Company or any of its Subsidiaries has entered into a closing agreement as described in Section 7121 of the Code (or any corresponding or similar provision of state or local income Tax Law) executed prior to the Closing date that would require the Company or any of its Subsidiaries to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period after the Closing Date, which would reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect on the Company.

(d) There are no Tax sharing agreements (or similar agreements) under which the Company or any of its Subsidiaries could be liable for the Tax liability of an entity that is neither the Company nor any of its Subsidiaries, except for (i) the HCA Tax Sharing Agreement, and (ii) such agreements that would not reasonably be expected, individually or in the aggregate, have a Material Adverse Effect on the Company.

(e) Neither the Company nor any of its Subsidiaries have entered into a listed transaction that has given rise to a disclosure obligation under Section 6011 of the Code and the Treasury Regulations promulgated thereunder and that has not been disclosed in the relevant Tax Return of the Company, or relevant Subsidiary.

(f) Each of the Company and its Subsidiaries has made available to Parent or its employees, consultants, agents, advisors, affiliates or other representatives all material ruling requests, private letter rulings, notices of proposed deficiencies, closing agreements, settlement agreements, and similar documents sent to or received by the Company or any of its Subsidiaries on or after January 1, 2002, relating to any material Taxes.

(g) There are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim for, or the period for the collection, assessment or reassessment of any material Taxes due from the Company or any of its Subsidiaries for any taxable period and, to the Company s Knowledge, no request for any such waiver or extension is currently pending.

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Section 4.14 ERISA.

(a) With respect to each Employee Benefit Plan, including multiemployer plans within the meaning of ERISA Section 3(37) and all stock purchase, stock option, severance, employment, change-in-control, fringe benefit, collective bargaining, bonus, incentive, deferred compensation and other material employee benefit plans, agreements, programs, policies or other arrangements, whether or not subject to ERISA, whether formal or informal, under which any Company Employee has any present or future right to benefits, or which is maintained or contributed to by the Company or any of its Subsidiaries, or under which the Company or any of its Subsidiaries otherwise has any present or future liability (the Company Benefit Plans), individually and in the aggregate, no event has occurred and, to the Knowledge of the Company, there exists no condition or set of circumstances, in connection with which the Company or any of its Subsidiaries could be subject to any liability that would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company under ERISA, the Code or any other applicable Law and no nonexempt prohibited transaction (as such term is defined in Section 406 of ERISA and Section 4975 of the Code) or accumulated funding deficiency (as such term is defined in Section 302 of ERISA and Section 412 of the Code (whether or not waived)) has occurred with respect to any Company Benefit Plan which would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company. Any Company Benefit Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter from the IRS or is reasonably expected to receive a favorable determination letter from the IRS covering all of the material provisions applicable to the Company Benefit Plan for which determination letters are currently available that the Company Benefit Plan is so qualified. With respect to each Company Benefit Plan that is subject to Title IV or Section 302 of ERISA or Section 412 or 4971 of the Code, as of the date hereof: (i) no reportable event within the meaning of Section 4043(c) of ERISA for which the 30-day notice requirement has not been waived has occurred in the past six years; (ii) all premiums to the Pension Benefit Guaranty Corporation (the PBGC) have been timely paid in full; (iii) no material liability (other than for premiums to the PBGC) under Title IV of ERISA has been or is expected to be incurred by the Company or any of its Subsidiaries, and (iv) the PBGC has not instituted Proceedings to terminate any such Company Benefit Plan.

(b) No Company Benefit Plan or Company Stock Plan exists that could (i) result in the payment to any Company Employee of any money or other property, (ii) accelerate or provide any other rights or benefits (including funding of compensation or benefits through a trust or otherwise) to any Company Employee, or (iii) limit or restrict the ability of the Company or its Subsidiaries to merge, amend or terminate any Company Benefit Plan, in each case, as a result of the execution of this Agreement or otherwise related in any way to the transactions contemplated by this Agreement; and no such payment would reasonably be expected to constitute a material parachute payment within the meaning of Code Section 280G.

(c) Schedule 4.14(c) of the Company Disclosure Letter sets forth a list of (i) all material Company Benefit Plans and (ii) all Company Stock Plans. The Company has made available to Parent or its employees, consultants, agents, advisors, affiliates or other representatives true and complete copies of all material Company Benefit Plans and all Company Stock Plans.

(d) All Company Options have been granted or assumed in accordance with the terms of the applicable Company Stock Plan and applicable Law (including, without limitation, Section 409A of the Code), with an exercise price at least equal to the fair market value of the underlying Common Stock on the date of any such grant, except for such failures, if any, to be so granted which would not reasonably be expected to, individually or in the aggregate, have a Material Adverse Effect on the Company.

(e) All contributions (including all employer contributions and employee salary reduction contributions) required to have been timely made under any of the Company Benefit Plans to any funds or trusts established thereunder or in connection therewith have been made by the due date thereof, other than a failure to make contributions that is not material.

(f) None of the Company, its Subsidiaries or, to the Knowledge of the Company, any Company ERISA Affiliate is or has within the past six years been a participating or contributing employer in any multiemployer plan (as defined in Section 3(37) of ERISA), nor has the Company, any of its Subsidiaries or, to the Knowledge

of the Company, any Company ERISA Affiliate incurred any withdrawal liability with respect to any multiemployer plan or any liability in connection with the termination or reorganization of any multiemployer plan.

Section 4.15 Real Property. Schedule 4.15 of the Company Disclosure Letter lists, as of the date of this Agreement, all Owned Real Property (other than Owned Real Property of immaterial value that does not expose the Company or its Subsidiaries to a significant risk of material liability). True, correct and complete copies of all material Real Property Leases and amendments thereto, if any, have been made available to Parent or its employees, consultants, agents, advisors, affiliates or other representatives. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company, the Company and its Subsidiaries have good, valid and marketable title to all Owned Real Property, free and clear of all Liens, except for Permitted Liens. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company, the Company and its Subsidiaries have valid and subsisting leasehold estates in, and enjoy peaceful and undisturbed possession under, all Real Property Leases, subject only to Permitted Liens. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company, each lease entered into in connection with the Leased Real Property (collectively, Real Property Leases) is, and at the Closing, unless expired, shall be, legal, valid and binding and in full force and effect, and has not been and will not have been assigned, modified, supplemented or amended other than in the ordinary course of business. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company, the Company and its Subsidiaries have in all material respects performed all of the obligations required to be performed by it or them to date under such Real Property Leases. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company, none of the Company, its Subsidiaries or, to the Company s Knowledge, the landlord or sublandlord under any Real Property Lease is in material default under any of the Real Property Leases, and no circumstances or state of facts presently exists which, with the giving of notice or passage of time, or both, would constitute a material default under any Real Property Lease or would permit the landlord or sublandlord under any Real Property Lease to terminate any Real Property Lease. The Real Property comprises, in all material respects, all of the material real property used in the business of the Company and its Subsidiaries, taken as a whole, as presently conducted.

Section 4.16 Compliance With Laws.

(a) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company, none of the Company, its Subsidiaries or, to the Knowledge of the Company, the Minority Joint Ventures is or has during the past three years been in conflict with, in default with respect to or in violation of any Law applicable to the Company, any of its Subsidiaries or any Minority Joint Venture or by which any property or asset of the Company, any of its Subsidiaries or any Minority Joint Venture is bound or affected.

(b) The Company has been in compliance in all material respects with the requirements, as they may exist from time to time, of the Corporate Integrity Agreement, dated as of October 30, 2001, as amended on February 21, 2002 (the CIA), between the Company and the Office of Inspector General of the United States Department of Health and Human Services (the OIG). The Company has not received any written notice from the OIG that the Company or any of its Subsidiaries is not in compliance in all material respects with the terms of the CIA.

(c) Each of the Company and its Subsidiaries has all Permits required to own, lease and operate their properties and conduct their businesses in all material respects as currently conducted, and there has occurred no violation of, suspension, reconsideration, imposition of penalties or fines, imposition of additional conditions or requirements, default (with or without notice or lapse of time or both) under, or event giving rise to any right of termination, amendment or cancellation of, with or without notice or lapse of time or both, any such Permit, except as has not had, and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Company.

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Section 4.17 Finders Fees. No agent, broker, investment banker, financial advisor or other firm or person except Lehman Brothers Inc. is or will be entitled to any broker s or finder s fee or any other similar commission or fee in connection with any of the transactions contemplated by this Agreement. The Company has disclosed to Parent all material terms of the engagement of Lehman Brothers Inc., including the amount of such fees and any right of first offer or other tail provisions.

Section 4.18 Opinion of Financial Advisors. Lehman Brothers, Inc. has delivered to the Special Committee an opinion to the effect that, as of the date of this Agreement, the consideration to be received by holders of Shares (other than holders of Shares that are Affiliates of Parent) in the Merger is fair, from a financial point of view, to such holders.

Section 4.19 Affiliate Transactions. Except for this Agreement and the Merger, there are no transactions, or series of related transactions, agreements, arrangements or understandings, nor are there any currently proposed transactions, or series of related transactions, between the Company or any of its Subsidiaries, on the one hand, and, on the other hand, the Company s Affiliates (other than the Company s Subsidiaries or the Minority Joint Ventures) that would be required to be disclosed under Item 404 of Regulation S-K promulgated under the Securities Act.

Section 4.20 Rights Agreement; Anti-Takeover Provisions.

(a) The Company has taken all actions necessary under the Rights Agreement, dated as of May 11, 1999, between the Company and National City Bank, as rights agent (the Rights Agreement), to cause the Rights Agreement to be rendered inapplicable to this Agreement, the Merger and the transactions contemplated by this Agreement.

(b) The Board of Directors of the Company has taken all necessary action so that the restrictions of Section 203 of the DGCL and any takeover, anti-takeover, moratorium, fair price , control share or other similar Law enacted under any Law applicable to the Company (each, a Takeover Statute) do not, and will not, apply to this Agreement, the Merger or the other transactions contemplated hereby.

Section 4.21 Prior Merger Agreement. On March 19, 2007, the Prior Merger Agreement was terminated pursuant to its terms. Immediately prior to the termination of the Prior Merger Agreement, there were no other Excluded Parties (as such term is defined in the Prior Merger Agreement) other than Parent and its Affiliates.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PARENT AND MERGER SUB

Except as set forth in the corresponding sections or subsections of the disclosure letter delivered to the Company by Parent and Merger Sub concurrently with entering into this Agreement (the Parent Disclosure Letter) (it being agreed that disclosure of any item in any section or subsection of the Parent Disclosure Letter shall be deemed to be disclosed with respect to any other section or subsection to which the relevance of such disclosure is reasonably apparent), Parent and Merger Sub hereby represent and warrant to the Company that:

Section 5.1 Corporate Existence and Power. Each of Parent and Merger Sub is duly organized, validly existing and in good standing under the laws of the State of Delaware and has all corporate or limited liability company, as applicable, power and authority required to execute and deliver this Agreement and to consummate the Merger and the other transactions contemplated hereby and to perform each of its obligations hereunder.

Section 5.2 Corporate Authorization. The execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the Merger and the other transactions contemplated hereby have been duly and validly authorized by the Boards of Directors of Parent and Merger

Sub. No corporate proceedings other than those previously taken or conducted on the part of Parent and Merger Sub are necessary to approve this Agreement or to consummate the Merger or the other transactions contemplated hereby. This Agreement has been duly and validly executed and delivered by Parent and Merger Sub and, assuming the due and valid execution and delivery of the Agreement by the Company, constitutes a legal, valid and binding agreement of Parent and Merger Sub, respectively, enforceable against Parent and Merger Sub in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, moratorium, reorganization or similar Laws affecting the enforcement of creditors rights generally and general equitable principles.

Section 5.3 Governmental Authorization. The execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the Merger and the other transactions contemplated by this Agreement do not and will not require any consent, approval, authorization or permit of, action by, filing with or notification to any Governmental Authority, other than (i) the filing of the Certificate of Merger; (ii) compliance with the applicable requirements of the HSR Act; (iii) compliance with the applicable requirements of the Exchange Act; (iv) compliance with any applicable state securities or blue sky laws; (v) the consents and/or notices listed in Schedule 4.3 of the Company Disclosure Letter; and (vi) any such consent, approval, authorization, permit, action, filing or notification the failure of which to make or obtain would not reasonably be expected to adversely affect in any material respect, or prevent or materially delay the consummation of the Merger or Parent s or Merger Sub s ability to observe and perform its obligations hereunder.

Section 5.4 Non-Contravention. The execution, delivery and performance by Parent and Merger Sub of this Agreement and the consummation by Parent and Merger Sub of the Merger and the transactions contemplated hereby do not and will not (i) contravene or conflict with the organizational or governing documents of Parent or Merger Sub, (ii) assuming compliance with the items specified in Section 5.3, contravene, conflict with or constitute a violation of any provision of any Law binding upon or applicable to Parent or Merger Sub, or any of their respective properties or assets, or (iii) require the consent, approval, or authorization of, or notice to or filing with any third party with respect to, result in any breach or violation of or constitute a default (or any event which with notice or lapse of time or both would become a default), or give rise to any right of termination, cancellation or acceleration of any right or obligation of Merger Sub or to a loss of any material benefit to which Merger Sub is entitled under any Contract.

Section 5.5 Disclosure Documents. None of the information supplied or to be supplied by Parent or Merger Sub or any of their respective Affiliates specifically for inclusion in the Company Proxy Statement will, at the time it is filed with the SEC, at the time it is first mailed to the stockholders of the Company or at the time of the Company Stockholder Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading.

Section 5.6 Finders Fees. Other than Credit Suisse Securities (USA) LLC, no agent, broker, investment banker, financial advisor or other firm or person is or will be entitled to any broker s or finder s fee or any other similar commission or fee from Parent in connection with any of the transactions contemplated by this Agreement in the event that the Merger is not consummated.

Section 5.7 Financing. Parent has delivered to the Company true, correct and complete copies of the commitment letter, dated as of the date of this Agreement, among Parent and Credit Suisse Securities (USA) LLC, Credit Suisse, Wachovia Capital Markets, LLC, Wachovia Bank, N.A. and Wachovia Investment Holdings, LLC (the Debt Financing Commitments), pursuant to which the lenders party thereto have committed, subject to the terms and conditions thereof, to lend and fund (as applicable) the amounts set forth therein (the Debt Financing). Prior to the date of this Agreement, (i) none of the Debt Financing Commitments has been amended or modified, and (ii) the respective commitments contained in the Debt Financing Commitments have not been withdrawn or rescinded in any respect. Each of the Debt Financing Commitments, in the form so delivered, is in

full force and effect as of the date of this Agreement and is a legal, valid and binding obligation of Parent and, to the knowledge of Parent, the other parties thereto for so long as it remains in full force and effect. Notwithstanding anything in this Agreement to the contrary, one or more Debt Financing Commitments may be superseded at the option of Parent after the date of this Agreement but prior to the Effective Time by instruments (the New Financing Commitments) which replace existing Debt Financing Commitments; provided, that the terms of the New Financing Commitments shall not (a) adversely amend or expand upon the conditions precedent to the Debt Financing as set forth in the Debt Financing Commitments without the approval of the Board of Directors of the Company (or the Special Committee if such committee still exists), (b) reasonably be expected to delay or hinder the Closing or (c) reduce the aggregate amount of available Debt Financing. In such event, the term Debt Financing Commitments as used herein shall be deemed to include the Debt Financing Commitments that are not so superseded at the time in question and the New Financing Commitments to the extent then in effect. Parent shall not amend or modify any Debt Financing Commitment after the date of this Agreement but prior to the Effective Time unless such amendment or modification (a) does not adversely amend or expand upon the conditions precedent to the Debt Financing as set forth in the Debt Financing Commitments without the approval of the Board of Directors of the Company (or the Special Committee if such committee still exists), (b) is not reasonably expected to delay or hinder the Closing and (c) does not reduce the aggregate amount of available Financing. As of the date of this Agreement, no event has occurred which, with or without notice, lapse of time or both, would constitute a default or breach on the part of Parent under any term or condition of the Debt Financing Commitments. As of the date of this Agreement, Parent has no reason to believe that it will be unable to satisfy on a timely basis any term or condition of closing to be satisfied by it contained in the Debt Financing Commitments. Parent has fully paid to the extent required to be paid prior to the date hereof any and all commitment fees incurred in connection with the Debt Financing Commitments and will pay when due all other commitment fees incurred in connection with the Debt Financing Commitments as and when they become due and payable. Assuming the satisfaction of the conditions set forth in Article VIII, the Debt Financing Commitments, when funded, along with cash on hand, will provide the Surviving Corporation with financing immediately after the Effective Time sufficient to consummate the Merger and the other transactions contemplated hereby (including payment of all amounts that may become payable under the Company Benefit Plans) upon the terms contemplated by this Agreement and to pay all related fees and expenses associated therewith, including payment of all amounts under Article III of this Agreement and all associated costs and expenses (including any refinancing of indebtedness of the Company or Merger Sub required in connection with the transactions contemplated by this Agreement).

Section 5.8 [Intentionally Omitted]

Section 5.9 Operations of Merger Sub. Merger Sub has been formed solely for the purpose of engaging in the transactions contemplated hereby and prior to the Effective Time will have engaged in no other business activities and will have incurred no liabilities or obligations other than as contemplated herein, including in connection with arranging the Financing.

Section 5.10 Litigation. There are no pending or, to the knowledge of Parent or Merger Sub, threatened, Proceedings of any nature against either Parent or Merger Sub or any of their respective properties or assets and there are no injunctions, orders, judgments, decrees, settlement agreements, rulings or regulatory restrictions of any Governmental Authority binding on either Parent or Merger Sub or any of their respective properties or assets which (i) have had or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, financial condition or results of operations of Parent or Merger Sub, (ii) would prevent or materially delay the consummation of the Merger and the other transactions contemplated hereby or (iii) otherwise prevent or materially delay the performance by Parent or Merger Sub of their obligations under this Agreement.

Section 5.11 Solvency. As of the Effective Time, assuming (i) satisfaction or waiver of the conditions to Parent s obligation to consummate the Merger and (ii) the accuracy of the representations and warranties of the Company set forth in Article IV hereof, then after giving effect to all of the transactions contemplated by this

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Agreement, including the Financing, any alternative financing, the Debt Offer, any satisfaction or discharge under Section 7.11(h), payment of the aggregate Per Share Merger Consideration, payment of all amounts required to be paid in connection with the consummation of the transactions contemplated hereby and all related fees, expenses and commissions, the Surviving Corporation on a consolidated basis will be Solvent. For the purposes of this Section 5.11, the term Solvent, when used with respect to any Person, means that, as of any date of determination, (a) the amount of the fair saleable value of the assets of such Person will, as of such date, exceed (i) the value of all liabilities of such Person, including contingent and other liabilities, as of such date, as such quoted terms are generally determined in accordance with applicable Laws governing determinations of the insolvency of debtors, and (ii) the amount that will be required to pay the probable liabilities of such Person on its existing debts (including contingent liabilities) as such debts become absolute and matured, (b) such Person will not have, as of such date, an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged following such date, and (c) such Person will be able to pay its liabilities, including contingent and other liabilities, as they mature. For purposes of this definition, not have an unreasonably small amount of capital for the operation of the businesses in which it is engaged or proposed to be engaged and able to pay its liabilities, including contingent and other liabilities, as they mature means that such Person will be able to generate enough cash from operations, asset dispositions or refinancing, or a combination thereof, to meet its obligations as they become due.

Section 5.12 Debt Financing Commitment Conditions. There are no conditions to the funding of the Debt Financing in the amounts set forth in the Debt Financing Commitments other than the conditions precedent set forth in the Debt Financing Commitments (the conditions precedent so set forth, the Disclosed Conditions), and no Person has any right to impose, and neither the Borrower nor Holdings (each as defined in the Debt Financing Commitments) has any obligation to accept (i) any condition precedent to such funding other then the Disclosed Conditions nor (ii) any reduction to the aggregate amount available under the Debt Financing Commitments on the Closing Date (nor any term or condition which would have the effect of reducing the aggregate amount under the Debt Financing Commitments on the Closing Date).

ARTICLE VI

CONDUCT OF BUSINESS PENDING THE MERGER

Section 6.1 Conduct of the Company and Subsidiaries. Except for matters set forth in Schedule 6.1 of the Company Disclosure Letter or as otherwise contemplated by or specifically provided in this Agreement, or as subsequently consented to in writing by Parent (which consent shall not be unreasonably withheld), from the date of this Agreement until the Effective Time, the Company shall use its reasonable best efforts to, and shall use its reasonable best efforts to cause its Subsidiaries to, conduct their respective businesses in the ordinary course of business and in a manner which is consistent, in all material respects, with past practice, and shall use its reasonable best efforts to (i) preserve substantially intact its and its Subsidiaries present business organization and capital structure; (ii) maintain in effect all material Permits that are required for the Company and its Subsidiaries to carry on their respective businesses; (iii) keep available the services of present officers and key employees; and (iv) maintain the current relationships with its providers, suppliers and other Persons with which the Company and its Subsidiaries have significant business relationships. Without limiting the generality of the foregoing, and except for matters set forth in Schedule 6.1 of the Company Disclosure Letter or as expressly contemplated or permitted by this Agreement, prior to the Effective Time, without the prior written consent of Parent (which consent shall not be unreasonably withheld), the Company shall not, and shall not permit its Subsidiaries to:

(a) adopt any change in its or their respective charter, bylaws or other constituent documents;

(b) merge or consolidate the Company or any of its Subsidiaries with any Person other than pursuant to the Merger and other than mergers or consolidations in the ordinary course involving the Company and its Subsidiaries;

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(c) sell, lease or otherwise dispose of a material amount of assets or securities, including by merger, consolidation, asset sale or other business combination (including by formation of a material Company joint venture), other than such transactions (i) solely among the Company and/or its wholly owned domestic Subsidiaries that would not result in a material increase in the Tax liability of the Company and its Subsidiaries taken as a whole or (ii) not individually in excess of $25,000,000;

(d)(i) make any material acquisition, by purchase or other acquisition of stock or other equity interests, by merger, consolidation or other business combination (including by formation of a material joint venture); or (ii) make any material property transfers or purchases of any property or assets, in or from any Person, in each case, other than an acquisition, property transfer or purchase (x) solely among the Company and/or Subsidiaries of the Company, or (y) not in excess of $25,000,000;

(e) other than in connection with drawdowns or repayments with respect to existing credit facilities and guarantees of leases in the ordinary course of business and in a manner which is consistent, in all material respects, with past practice, redeem, repurchase, prepay, defease, cancel, incur or otherwise acquire, or modify in any material respect the terms of, indebtedness for borrowed money or assume, guarantee or endorse or otherwise become responsible for, whether directly, contingently or otherwise, the obligations of any Person, other than the incurrence, assumption or guarantee of indebtedness (i) between the Company, on the one hand, and any of its Subsidiaries, on the other hand, or (ii) not in excess of $25,000,000 in the aggregate;

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

(g) make any material loans, advances or capital contributions to, or investments in, any other Person in excess of $25,000,000 in the aggregate for all such loans, advances, contributions and investments, except for (i) transactions solely among the Company and/or Subsidiaries of the Company, or (ii) as required by existing contracts set forth in Schedule 6.1(g) of the Company Disclosure Letter;

(h) authorize or make any capital expenditures in excess of $10,000,000 in the aggregate, other than capital expenditures provided for in the Company s budget for any portion of the fiscal year 2007 prior to the Closing Date (a copy of which budget is provided in Schedule 6.1(h) of the Company Disclosure Letter);

(i) pledge or otherwise encumber shares of capital stock or other voting securities of the Company or any of its Subsidiaries;

(j) enter into or amend any Contract with any executive officer or director of the Company or any of its Subsidiaries or any Person beneficially owning 1% or more of the Shares or the voting power of the Shares other than in the ordinary course of business consistent, in all material respects, with past practice unless such amendment or Contract would be required to be disclosed by the Company pursuant to Item 404 of Regulation S-K;

(k) mortgage or pledge any of its material assets, tangible or intangible, or create, assume or suffer to exist any Lien thereupon (other than Permitted Liens);

(l) enter into, renew, extend, amend or terminate any Contract that is or would be material to the Company and its Subsidiaries, taken as a whole, other than in the ordinary course of business and in a manner which is consistent, in all material respects, with past practice;

(m)(i) split, combine or reclassify any Company Securities or amend the terms of any Company Securities; (ii) declare, establish a record date for, set aside or pay any dividend or other distribution (whether in cash, stock or property or any combination thereof) in respect of Company Securities other than a dividend or distribution by a Subsidiary of the Company to its parent corporation in the ordinary course of business; or (iii) except as set forth in Schedule 6.1(m) of the Company Disclosure Letter, issue or offer to issue any Company Securities, or redeem, repurchase or otherwise acquire or offer to redeem, repurchase, or otherwise acquire, any Company Securities, other than in connection with (A) the exercise of Company Options

outstanding on the date of this Agreement in accordance with their original terms, (B) the withholding of Company Securities to satisfy Tax obligations with respect to Company Options or Restricted Shares, (C) the acquisition by the Company of Company Securities in connection with the net exercise of Company Options in accordance with the terms thereof and (D) acquisitions by or issuances to Company Benefit Plans identified in Schedule 6.1(m) of the Company Disclosure Letter in the ordinary course of business and in a manner which is consistent, in all material respects, with past practice;

(n) except as required pursuant to existing written agreements or Company Benefit Plans in effect on the date of this Agreement or as required by applicable Law, (i) adopt, amend in any material respect or terminate any Company Benefit Plan, (ii) take any action to accelerate the vesting or payment, or fund or in any other way secure the payment, of compensation or benefits under any Company Benefit Plan, (iii) except in connection with promotions or new hires made in the ordinary course of business consistent with past practice, increase in any manner the compensation (cash or otherwise), perquisites or welfare or pension benefits of Company Employees, (iv) change any actuarial or other assumption used to calculate funding obligations with respect to any Company Benefit Plan or change the manner in which contributions to any Company Benefit Plan are made or determined, or (v) take any action with respect to salary, compensation, benefits or other terms and conditions of employment that would reasonably be expected to result in the holder of a change of control or similar agreement having good reason to terminate employment and collect severance payments and benefits pursuant to such agreement;

(o) except with respect to Tax matters, which are governed by Section 6.1(q), settle or compromise any litigation, or release, dismiss or otherwise dispose of any claim or arbitration (including any litigation, claim, action or investigation relating to this Agreement or the transactions contemplated hereby), other than settlements or compromises of litigation, claims or arbitration that do not exceed in the aggregate the amount set forth on Schedule 6.1(o) of the Company Disclosure Letter, do not involve equitable relief against the Company or do not impose any material restrictions on the business or operations of the Company or any of its Subsidiaries;

(p) renew or enter into any non-compete, exclusivity, non-solicitation, standstill or similar agreement that would restrict or limit, in any material respect, the operations of the Company, its Subsidiaries or the Surviving Corporation other than in the ordinary course of business consistent, in all material respects, with past practice; provided, however, that no such agreement shall bind any Affiliates of Parent or Merger Sub (other than the Company and its Subsidiaries);

(q) other than in the ordinary course of business consistent with past practice or except to the extent required by Law or contemplated by the HCA Tax Sharing Agreement, make or change any material Tax election, settle or compromise any material Tax liability of the Company and its Subsidiaries for an amount in excess of the reserve for such Tax liability that is reflected in the financial statements of the Company for the period ended December 31, 2006 that are included in the Company SEC Reports, agree to an extension of the statute of limitations with respect to the assessment or determination of material Taxes of the Company and its Subsidiaries, file any amended Tax Return with respect to any material Tax, enter into any closing agreement with respect to any material Tax or surrender any right to claim a material Tax refund;

(r) make any change in its financial accounting methods or method of Tax accounting, principles or practices materially affecting the reported consolidated assets, liabilities or results of operations of the Company and its Subsidiaries (other than inactive or shell Subsidiaries), except insofar as may have been required by a change in GAAP or Law;

(s) adopt a plan of complete or partial liquidation, dissolution, restructuring, recapitalization or other reorganization of the Company or any of its Subsidiaries (other than inactive or shell Subsidiaries), or enter into a letter of intent or agreement in principle with respect thereto;

(t) take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of the Company to consummate the Merger or the other transactions contemplated by this Agreement; or

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

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Section 6.2 Conduct of Parent and Merger Sub. Each of Parent and Merger Sub agrees that, from the date of this Agreement to the Effective Time, it shall not take any action or fail to take any action that is intended to, or would reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impede the ability of Parent and Merger Sub to consummate the Merger or the other transactions contemplated by this Agreement.

Section 6.3 No Control of Other Party s Business. Nothing contained in this Agreement is intended to give Parent, directly or indirectly, the right to control or direct the Company s or its Subsidiaries operations prior to the Effective Time, and nothing contained in this Agreement is intended to give the Company, directly or indirectly, the right to control or direct Parent s or its Subsidiaries operations. Prior to the Effective Time, each of Parent and the Company shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its and its Subsidiaries respective operations.

ARTICLE VII

ADDITIONAL AGREEMENTS

Section 7.1 Stockholder Meeting; Proxy Material.

(a) The Company shall (i) take all action necessary to duly call, give notice of, convene and hold a meeting of its stockholders (the Company Stockholder Meeting) for the purpose of having this Agreement adopted by the stockholders of the Company in accordance with applicable Law as promptly as reasonably practicable after the SEC clears the Company Proxy Statement, (ii) use commercially reasonable efforts to solicit the adoption of this Agreement by the stockholders of the Company, and (iii) subject to the immediately succeeding sentence, include in the Company Proxy Statement the recommendation of the Board of Directors of the Company that the stockholders of the Company adopt this Agreement (the Recommendation). The Board of Directors of the Company shall not directly or indirectly (A) withdraw (or modify or qualify in a manner adverse to Parent or Merger Sub), or publicly propose to withdraw (or modify or qualify in a manner adverse to Parent or Merger Sub), the Recommendation or (B) take any other action or make any other public statement in connection with the Company Stockholder Meeting inconsistent with such Recommendation (any action described in this clause (A) or (B) being referred to as a Recommendation Withdrawal); provided, that at any time prior to obtaining the Requisite Stockholder Vote, the Board of Directors of the Company (following the recommendation of the Special Committee if such committee still exists) may effect a Recommendation Withdrawal (subject to the Company having complied with its obligations under Section 7.4) if such Board of Directors (following the recommendation of the Special Committee, if such committee still exists) determines in good faith (after consultation with outside counsel) that failure to take such action could violate its fiduciary duties under applicable Law. Notwithstanding any Recommendation Withdrawal, unless this Agreement is terminated pursuant to and in accordance with Section 9.1, this Agreement shall be submitted to the stockholders of the Company at the Company Stockholders Meeting for the purpose of adopting this Agreement. If, at any time prior to the Effective Time, any information relating to the Company, Parent or Merger Sub or any of their respective Affiliates should be discovered by the Company, Parent or Merger Sub which should be set forth in an amendment or supplement to the Company Proxy Statement, so that the Company Proxy Statement shall not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading, the party that discovers such information shall promptly notify the other parties and, to the extent required by applicable Law, the Company shall disseminate an appropriate amendment thereof or supplement thereto describing such information to the Company s stockholders.

(b) In connection with the Company Stockholder Meeting, the Company will: (i) assuming Parent timely supplies the information required from it and timely provides reasonable cooperation to the Company, use commercially reasonable efforts to prepare and file the Company Proxy Statement with the SEC as promptly as reasonably practicable (and, with respect to such filing with the SEC, in any event no later than April 6, 2007);

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(ii) respond as promptly as reasonably practicable to any comments received from the SEC with respect to such filings and will provide copies of such comments to Merger Sub promptly upon receipt; (iii) as promptly as reasonably practicable prepare and file (after Parent and Merger Sub have had a reasonable opportunity to review and comment on) any amendments or supplements necessary to be filed in response to any SEC comments or as required by applicable Law; (iv) use its commercially reasonable efforts to have cleared by the SEC and will thereafter mail to its stockholders as promptly as reasonably practicable, the Company Proxy Statement and all other customary proxy or other materials for meetings such as the Company Stockholder Meeting; (v) to the extent required by applicable Law, as promptly as reasonably practicable prepare, file and distribute to the stockholders of the Company any supplement or amendment to the Company Proxy Statement if any event shall occur which requires such action at any time prior to the Company Stockholder Meeting; and (vi) otherwise use commercially reasonable efforts to comply with all requirements of Law applicable to the Company Stockholder Meeting and the Merger. Parent and Merger Sub shall cooperate with the Company in connection with the preparation and filing of the Company Proxy Statement, including furnishing the Company upon request with any and all information as may be required to be set forth in the Company Proxy Statement under the Exchange Act. The Company will provide Parent and Merger Sub a reasonable opportunity to review and comment upon the Company Proxy Statement, or any amendments or supplements thereto, prior to filing the same with the SEC. In connection with the filing of the Company Proxy Statement, the Company, Parent and Merger Sub will cooperate to: (i) concurrently with the preparation and filing of the Company Proxy Statement, jointly prepare and file with the SEC any other documents required to be filed with the SEC relating to the Merger and the other transactions contemplated hereby and furnish to each other all information concerning such party as may be reasonably requested in connection with the preparation of the any such required documents; (ii) respond as promptly as reasonably practicable to any comments received from the SEC with respect to such filings and will consult with each other prior to providing such response; (iii) as promptly as reasonably practicable after consulting with each other, prepare and file any amendments or supplements necessary to be filed in response to any SEC comments or as required by Law; (iv) have cleared by the SEC such documents; and (v) to the extent required by applicable Law, as promptly as reasonably practicable prepare, file and distribute to the stockholders of the Company any supplement or amendment to such documents if any event shall occur which requires such action at any time prior to the Company Stockholders Meeting.

Section 7.2 Reasonable Best Efforts.

(a) Subject to the terms and conditions of this Agreement, each party will use its reasonable best efforts to take, or cause to be taken, all actions, to file, or cause to be filed, all documents and to do, or cause to be done, all things necessary, proper or advisable to consummate the transactions contemplated by this Agreement, including preparing and filing as promptly as practicable all documentation to effect all necessary filings, waivers, Permits or orders from all Governmental Authorities or other Persons. In furtherance and not in limitation of the foregoing, each party hereto agrees to (i) make an appropriate filing of a Notification and Report Form pursuant to the HSR Act with respect to the transactions contemplated by this Agreement as promptly as practicable after the date hereof, (ii) supply as promptly as reasonably practicable any additional information and documentary material that may be requested pursuant to the HSR Act and (iii) use its reasonable best efforts to take or cause to be taken all other actions necessary, proper or advisable consistent with this Section 7.2 to cause the expiration or termination of the applicable waiting periods, or receipt of required authorizations, as applicable, under the HSR Act as soon as practicable. Without limiting the foregoing, the parties shall request and shall use reasonable best efforts to obtain early termination of the waiting period under the HSR Act.

(b) Each of Parent and Merger Sub, on the one hand, and the Company, on the other hand, shall, in connection with the efforts referenced in Section 7.2(a) to obtain all requisite approvals and authorizations for the transactions contemplated by this Agreement, use its reasonable best efforts to: (i) cooperate in all respects with each other in connection with any filing or submission and in connection with any investigation or other inquiry, including any Proceeding initiated by a private party; (ii) keep the other party reasonably informed of any communication received by such party from, or given by such party to, the Federal Trade Commission (the FTC), the Antitrust Division of the U.S. Department of Justice (the DOJ) or any other Governmental Authority and of any communication received or given in connection with any Proceeding by a private party, in

each case regarding any of the transactions contemplated hereby; and (iii) permit the other party to review any communication given by it to, and consult with each other in advance of any meeting or conference with, the FTC, the DOJ or any other Governmental Authority or, in connection with any Proceeding by a private party, with any other person, and to the extent permitted by the FTC, the DOJ or such other applicable Governmental Authority or other Person, give the other party the opportunity to attend and participate in such meetings and conferences.

(c) In furtherance and not in limitation of the covenants of the parties contained in Section 7.2(a) and Section 7.2(b), if any objections are asserted with respect to the transactions contemplated hereby under any Law or if any suit is instituted (or threatened to be instituted) by the FTC, the DOJ or any other applicable Governmental Authority or any private party challenging any of the transactions contemplated hereby as violative of any Law or which would otherwise prevent, materially impede or materially delay the consummation of the transactions contemplated hereby, each of Merger Sub and the Company shall use its reasonable best efforts to resolve any such objections or suits so as to permit consummation of the transactions contemplated by this Agreement, including in order to resolve such objections or suits which, in any case if not resolved, would reasonably be expected to prevent, materially impede or materially delay the consummation of the Merger or the other transactions contemplated hereby. In furtherance of and not in limitation of the covenants of the parties contained in Section 7.2(a) and Section 7.2(b), Parent shall offer to take (and if such offer is accepted, commit to take) all steps to avoid or eliminate impediments under any antitrust, competition or trade regulation law that may be asserted by the FTC, the DOJ, or any other Governmental Authority with respect to the Merger so as to enable the Effective Time to occur prior to the End Date and shall defend through litigation on the merits any claim asserted in any court by any party, including appeals. Without limiting the foregoing, Parent shall propose, negotiate, offer to commit and effect (and if such offer is accepted, commit to and effect), by consent decree, hold separate order, or otherwise, the sale, divestiture or disposition of such assets of businesses of Parent or, effective as of the Effective Time, the Surviving Corporation, or their respective subsidiaries or otherwise offer to take or offer to commit to take any action which it is capable of taking and if the offer is accepted, take or commit to take such action that limits its freedom of action with respect to, or its ability to retain, any of the businesses, services or assets of Parent, the Surviving Corporation or their respective Subsidiaries, in order to avoid the entry of, or to effect the dissolution of, any injunction, temporary restraining order or other order in any Proceeding, which would otherwise have the effect of preventing or delaying the Effective Time beyond the End Date. At the request of Parent (and only thereupon), the Company shall agree to divest, hold separate or otherwise take or commit to take any action that limits its freedom of action with respect to, or its ability to retain, any of the businesses, services or assets of the Company or any of its subsidiaries, provided that the Company shall not be obligated to take any such action unless the taking of such action is conditioned upon the consummation of the Merger.

(d) Subject to the obligations under Section 7.2(c), in the event that any administrative or judicial Proceeding is instituted (or threatened to be instituted) by a Governmental Authority or private party challenging the Merger or any other transaction contemplated by this Agreement, or any other agreement contemplated hereby, each of Parent, Merger Sub and the Company shall cooperate in all respects with each other and use its respective reasonable best efforts to contest and resist any such Proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated by this Agreement.

Section 7.3 Access to Information.

(a) Subject to applicable Law, the Company will provide and will cause its Subsidiaries and its and their respective Representatives to provide Parent and Merger Sub and their respective authorized Representatives, during normal business hours and upon reasonable advance notice, (i) such access to the offices, properties, books and records of the Company and such Subsidiaries (so long as such access does not unreasonably interfere with the operations of the Company) as Parent or Merger Sub reasonably may request, and (ii) all documents that Merger Sub reasonably may request. Notwithstanding the foregoing, Parent, Merger Sub

and their respective Representatives shall not have access to any books, records and other information the disclosure of which would, in the Company s good faith opinion after consultation with legal counsel, result in the loss of attorney-client privilege with respect to such books, records and other information. The parties will use their reasonable best efforts to make appropriate substitute arrangements under circumstances in which the restrictions of the preceding sentence apply.

(b) No investigation by any of the parties or their respective Representatives shall affect the representations, warranties, covenants or agreements of the other parties set forth herein.

(c) All information obtained pursuant to this Section 7.3 shall be kept confidential in accordance with the Confidentiality Agreement.

Section 7.4 Non-Solicitation.

(a) [Intentionally omitted]

(b) Subject to Section 7.4(c), from the date hereof until the Effective Time or, if earlier, the termination of this Agreement in accordance with Article IX, none of the Company, its Subsidiaries or any of their respective Representatives shall, directly or indirectly, (i) initiate, solicit or knowingly encourage (including by way of providing information) the submission of any inquiries, proposals or offers or any other efforts or attempts that constitute or may reasonably be expected to lead to, any Company Acquisition Proposal or engage in any discussions or negotiations with respect thereto or otherwise knowingly cooperate with or knowingly assist or participate in, or knowingly facilitate any such inquiries, proposals, discussions or negotiations, or (ii) approve or recommend, or publicly propose to approve or recommend, a Company Acquisition Proposal or enter into any merger agreement, letter of intent, agreement in principle, share purchase agreement, asset purchase agreement or share exchange agreement, option agreement or other similar agreement providing for or relating to a Company Acquisition Proposal or enter into any agreement or agreement in principle requiring the Company to abandon, terminate or fail to consummate the transactions contemplated hereby or breach its obligations hereunder or propose or agree to do any of the foregoing. Upon execution of this Agreement, the Company shall immediately cease and cause to be terminated any solicitation, encouragement, discussion or negotiation with any Person conducted theretofore by the Company, any of its Subsidiaries or any of their respective Representatives with respect to any Company Acquisition Proposal and cause to be returned or destroyed all confidential information provided or made available to such Person on behalf of the Company or any of its Subsidiaries. From date hereof until the Effective Time or, if earlier, the termination of this Agreement in accordance with Article IX, the Company shall not amend, modify or waive any provision of any confidentiality agreement to which it is a party or terminate any such confidentiality agreement, and shall use reasonable best efforts to enforce the material terms thereof.

(c) Notwithstanding anything to the contrary contained in Section 7.4(b), if at any time following the date of this Agreement and prior to obtaining the Requisite Stockholder Vote, (i) the Company has received a written Company Acquisition Proposal from a third party that the Board of Directors of the Company (following the recommendation of the Special Committee if such committee still exists) believes in good faith to be *bona fide* and (ii) the Board of Directors of the Company (following the recommendation of the Special Committee if such committee still exists) determines in good faith, after consultation with its independent financial advisors and outside counsel, that such Company Acquisition Proposal constitutes or could reasonably be expected to result in a Superior Proposal, then the Company may (A) furnish information with respect to the Company and its Subsidiaries to the Person making such Company Acquisition Proposal and (B) participate in discussions or negotiations with the Person making such Company Acquisition Proposal regarding such Company Acquisition Proposal; provided, that the Company (x) will not, and will not allow Company Representatives to, disclose any non-public information to such Person without entering into an Acceptable Confidentiality Agreement, and (y) will promptly provide to Parent any non-public information concerning the Company or its Subsidiaries provided to such other Person which was not previously provided to Parent. After the date hereof, the Company shall promptly (and in any event within two Business Days) notify Parent in the event it receives a Company Acquisition Proposal from a Person or group of related Persons or any material revisions thereto. Without

limiting the foregoing, the Company shall promptly (and in any event within two Business Days) notify Parent if it determines to begin providing information or to engage in negotiations concerning a Company Acquisition Proposal from a Person or group of related Persons pursuant to this Section 7.4(c).

(d) Notwithstanding anything in this Agreement to the contrary, if, at any time prior to obtaining the Requisite Stockholder Vote, the Company receives a Company Acquisition Proposal which the Board of Directors of the Company (following the recommendation of the Special Committee, if such committee still exists) concludes in good faith constitutes a Superior Proposal, the Board of Directors of the Company (following the recommendation of the Special Committee, if such committee still exists) may (x) effect a Recommendation Withdrawal and/or (y) terminate this Agreement to enter into a definitive agreement with respect to such Superior Proposal if the Board of Directors of the Company (following the recommendation of the Special Committee, if such committee still exists) determines in good faith, after consultation with outside counsel, that failure to take such action could violate its fiduciary duties under applicable Law; provided, however that the Company shall not terminate this Agreement pursuant to the foregoing clause (y), and any purported termination pursuant to the foregoing clause (y) shall be void and of no force or effect, unless concurrently with such termination the Company pays the Termination Fee payable pursuant to Section 9.2(a)(i) and the amount set forth in Section 9.2(a)(ii); and provided, further, that the Board of Directors may not effect a Recommendation Withdrawal pursuant to the foregoing clause (x) or terminate this Agreement pursuant to the foregoing clause (y) unless (i) the Company shall have provided prior written notice to Parent, at least three calendar days in advance (the Notice Period), of its intention to effect a Recommendation Withdrawal in response to such Superior Proposal or terminate this Agreement to enter into a definitive agreement with respect to such Superior Proposal, which notice shall include a written summary of the material terms and conditions of such Superior Proposal (including the identity of the party making such Superior Proposal) and (ii) the Company shall have contemporaneously provided a copy of the relevant proposed transaction agreements with the party making such Superior Proposal.

In the event of any material revisions to the Superior Proposal, the Company shall be required to deliver a new written notice to Parent and to comply with the requirements of this Section 7.4(d) with respect to such new written notice.

(e) The Company agrees that any violations of the restrictions set forth in this Section 7.4 by any Representative of the Company or any of its Subsidiaries, shall be deemed to be a breach of this Section 7.4 by the Company.

(f) As used in this Agreement, the term:

(i) Acceptable Confidentiality Agreement means a confidentiality and standstill agreement that contains provisions that are no less favorable in the aggregate to the Company than those contained in the Confidentiality Agreement;

(ii) Company Acquisition Proposal means any inquiry, proposal or offer from any Person or group of Persons other than Parent, Merger Sub or their respective Affiliates relating to any direct or indirect acquisition or purchase of a business that constitutes 15% or more of the net revenues, net income or assets of the Company and its Subsidiaries, taken as a whole, or 15% or more of any class or series of Company Securities, any tender offer or exchange offer that if consummated would result in any Person or group of Persons beneficially owning 15% or more of any class or series of capital stock of the Company, or any merger, reorganization, consolidation, share exchange, business combination, recapitalization, liquidation, dissolution or similar transaction involving the Company (or any Subsidiary or Subsidiaries of the Company whose business constitutes 15% or more of the net revenues, net income or assets of the Company and its Subsidiaries taken as a whole); and

(iii) Superior Proposal means a Company Acquisition Proposal that the Board of Directors of the Company (following the recommendation of the Special Committee, if such committee still exists) in good faith determines, would, if consummated, result in a transaction that is more favorable from a financial point of view to the stockholders of the Company than the transactions contemplated hereby (x) after

receiving the advice of its independent financial advisor, (y) after taking into account the likelihood of consummation of such transaction on the terms set forth therein (as compared to the terms herein) and (z) after taking into account all appropriate legal (with the advice of outside counsel), financial (including the financing terms of any such proposal), regulatory or other aspects of such proposal and any other relevant factors permitted by applicable Law; provided, that for purposes of the definition of Superior Proposal , the references to 15% or more in the definition of Company Acquisition Proposal shall be deemed to be references to a majority .

(g) Nothing contained in this Section 7.4 or elsewhere in this Agreement shall prohibit the Company from taking and disclosing to its stockholders a position contemplated by Rule 14d-9 and 14e-2(a) promulgated under the Exchange Act; provided, any such disclosure (other than a stop, look and listen letter or similar communication of the type contemplated by Rule 14d-9(f) under the Exchange Act) shall be deemed to be a Recommendation Withdrawal unless the Board of Directors of the Company (following the recommendation of the Special Committee if such committee still exists) expressly publicly reaffirms at least two Business Days prior to the Company Stockholder Meeting its recommendation in favor of the adoption of this Agreement.

Section 7.5 Director and Officer Liability.

(a) From and after the Effective Time, Parent and the Surviving Corporation shall to the greatest extent permitted by Law jointly and severally indemnify and hold harmless (and comply with all of the Company s and its Subsidiaries existing obligations to advance funds for expenses) (i) the present and former officers and directors thereof against any and all costs or expenses (including reasonable attorneys fees and expenses), judgments, fines, losses, claims, damages, liabilities and amounts paid in settlement in connection with any actual or threatened legal, administrative, arbitral or other proceedings, claims, actions or governmental or regulatory investigations, whether civil, criminal, administrative or investigative (Damages), arising out of, relating to or in connection with any acts or omissions occurring or alleged to occur prior to or at the Effective Time, including, without limitation, the approval of this Agreement, the Merger or the other transactions contemplated by this Agreement or arising out of or pertaining to the transactions contemplated by this Agreement; and (ii) such persons against any and all Damages arising out of acts or omissions in connection with such persons serving as an officer, director or other fiduciary in any entity if such service was at the request