

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

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**FORM 8-K**

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**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): August 6, 2012 (August 3, 2012)**

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**COMMUNITY HEALTH SYSTEMS, INC.**

**(Exact name of registrant as specified in its charter)**

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-15925**  
(Commission  
File Number)

**13-3893191**  
(IRS Employer  
Identification No.)

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**4000 Meridian Boulevard  
Franklin, Tennessee 37067**  
(Address of principal executive offices)

**Registrant's telephone number, including area code: (615) 465-7000**

**N/A**

(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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**Item 1.01. Entry into a Material Definitive Agreement.**

On August 3, 2012 (the "Closing Date"), Community Health Systems, Inc. (the "Company") and its wholly-owned subsidiary CHS/Community Health Systems, Inc. (the "Borrower") entered into an amendment (the "Amendment") effective as of the Closing Date of their existing credit agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010 and February 2, 2010, among the Company, the Borrower, the lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent (as amended and restated, the "Credit Agreement").

The Amendment provides increased flexibility for refinancing and repayment of the existing non-extended term loans under the Credit Agreement and amends certain other terms of the Credit Agreement. The pricing of the loans under the Credit Agreement will remain unchanged.

The foregoing summary of the Amendment and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Amendment, which is filed as Exhibit 10.1 hereto and incorporated into this report by reference.

**Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The disclosures under Item 1.01 of this report are also responsive to Item 2.03 of this report and are incorporated by reference into this Item 2.03.

**Item 8.01. Other Events.**

On August 3, 2012, the Company announced the completion of the Amendment to its Credit Agreement. A copy of the press release making this announcement is attached as Exhibit 99.1 and incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

The following items are included as Exhibits to this report and incorporated herein by reference:

<u>EXHIBIT NO.</u>	<u>DESCRIPTION OF EXHIBIT</u>
10.1	Amendment No. 1, dated as of August 3, 2011, to the Credit Agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010, and February 2, 2012, among CHS/Community Health Systems, Inc., Community Health Systems, Inc., the lenders party thereto and Credit Suisse AG, as administrative agent and as collateral agent for the Lenders.
99.1	Press release dated August 3, 2012.

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**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: August 6, 2012

**COMMUNITY HEALTH SYSTEMS, INC.**

By: /s/ Wayne T. Smith

Wayne T. Smith

Chairman of the Board, President and Chief Executive Officer

(principal executive officer)

By: /s/ W. Larry Cash

W. Larry Cash

Executive Vice President, Chief Financial Officer and Director

(principal financial officer)

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**EXHIBIT INDEX**

**EXHIBIT  
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**DESCRIPTION OF EXHIBIT**

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| 99.1 | Press release dated August 3, 2012.   |

AMENDMENT NO. 1 dated as of August 3, 2012 (this "**Amendment**"), to the CREDIT AGREEMENT dated as of July 25, 2007, as amended and restated as of November 5, 2010, and February 2, 2012 (as heretofore amended, supplemented, amended and restated or otherwise modified, the "**Credit Agreement**"), among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the "**Borrower**"), COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the "**Parent**"), the lenders party thereto (the "**Lenders**") and CREDIT SUISSE AG, as administrative agent (in such capacity, the "**Administrative Agent**") and as collateral agent for the Lenders.

#### PRELIMINARY STATEMENT

A. Pursuant to the Credit Agreement, the Lenders have extended, and have agreed to extend, credit to the Borrower.

B. The Borrower, Parent and the Required Lenders desire that certain provisions of the Credit Agreement be amended as provided herein.

C. Parent, the Borrower and the Subsidiary Guarantors are party to one or more of the Security Documents, pursuant to which, among other things, Parent and the Subsidiary Guarantors Guaranteed the Obligations of the Borrower under the Credit Agreement and provided security therefor.

Accordingly, in consideration of the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms used but not otherwise defined herein (including the preliminary statement hereto) shall have the meanings assigned thereto in the Credit Agreement. The provisions of Section 1.02 of the Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*.

SECTION 2. Amendments to the Credit Agreement. Subject to the satisfaction of the conditions set forth in Section 4 hereof, the Credit Agreement is hereby amended as follows:

(a) Section 1.01 of the Credit Agreement is hereby amended by inserting the following defined terms in the appropriate alphabetical order therein:

"**Alternative Incremental Facility Indebtedness**" shall mean any Indebtedness which (a) is in the form of one or more series of senior secured notes or senior unsecured notes or senior secured bridge loans or senior unsecured bridge loans, (b) is issued, incurred, created, assumed or guaranteed by any Loan Party, (c) is not an obligation of, or otherwise Guaranteed by, any

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Subsidiary of Parent that is not a Loan Party, (d) to the extent the same is secured, is not secured by any Lien on any asset of Parent, the Borrower or any Subsidiary other than any asset constituting Collateral, (e) to the extent the same is secured, is subject to a Pari Passu Intercreditor Agreement, (f) matures on or after, and requires no scheduled payments of principal prior to, the Latest Term Loan Maturity Date in effect at the time such Indebtedness is incurred (which, in the case of bridge loans, shall be determined by reference to the loans or notes into which such bridge loans are converted at maturity) (other than pursuant to customary offers to purchase upon a change of control, payments required to prevent any such Indebtedness from being treated as an “applicable high yield discount obligation” within the meaning of Section 163(i)(1) of the Code, asset sale or event of loss and customary acceleration rights after an event of default) and (g) contains no financial maintenance covenants.

“**Amendment Effective Date**” shall mean August 3, 2012.

“**Declined Specified Net Cash Proceeds**” shall have the meaning assigned to such term in Section 2.12(d).

“**Increasing Revolving Credit Lender**” shall have the meaning assigned to such term in Section 2.26(a).

“**Latest Term Loan Maturity Date**” shall mean, at any date of determination, the latest maturity date applicable to any Term Loans or Term Loan Commitment hereunder at such time.

“**Notice of Increase**” shall have the meaning assigned to such term in Section 2.26(a).

“**Other Senior Secured Debt**” shall mean Pari Passu Debt and Alternative Incremental Facility Indebtedness, in each case secured by Liens on the Collateral having the same priority as the Liens securing the Obligations.

“**Residual Specified Net Cash Proceeds**” shall have the meaning assigned to such term in Section 2.12(d).

“**Revolving Accession Agreement**” shall have the meaning assigned to such term in Section 2.26(a).

“**Revolving Credit Commitment Increase**” shall have the meaning assigned to such term in Section 2.26(a).

“**Revolving Credit Commitment Increase Amendment**” shall have the meaning assigned to such term in Section 2.26(a).

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**“Specified Net Cash Proceeds”** shall mean (a) all Net Cash Proceeds from the issuance or incurrence of Alternative Incremental Facility Indebtedness, (b) all Net Cash Proceeds from the incurrence of Other Term A Loans after the Amendment Effective Date, (c) all Net Cash Proceeds from the issuance or incurrence of Indebtedness pursuant to Section 6.01(u); *provided* that no such Net Cash Proceeds shall constitute Specified Net Cash Proceeds until the aggregate principal amount of Indebtedness issued or incurred pursuant to Section 6.01(u) the Net Cash Proceeds of which are used or proposed to be used to prepay Non-Extended Funded Term Loans pursuant to Section 2.12 shall exceed \$400,000,000 and, thereafter, only the Net Cash Proceeds from the issuance or incurrence of Indebtedness pursuant to Section 6.01(u) used or proposed to be used to prepay Non-Extended Funded Term Loans pursuant to Section 2.12 in excess of such amount shall constitute Specified Net Cash Proceeds, (d) all proceeds from Revolving Loans; *provided* that no such proceeds shall constitute Specified Net Cash Proceeds until the aggregate amount of all such proceeds used or proposed to be used to prepay Non-Extended Funded Term Loans pursuant to Section 2.12 shall exceed \$750,000,000 and, thereafter, only the proceeds from Revolving Loans used or proposed to be used to prepay Non-Extended Funded Term Loans pursuant to Section 2.12 in excess of such amount shall constitute Specified Net Cash Proceeds, and (e) all Net Cash Proceeds received by Parent or any of its subsidiaries after the Amendment Effective Date from the consummation of Permitted Receivables Transactions after the Amendment Effective Date. For the avoidance of doubt, no proceeds shall constitute Specified Net Cash Proceeds to the extent received by the Borrower or any of the Subsidiaries after the first anniversary of the Amendment Effective Date.

(b) The definition of the term “Disqualified Stock” set forth in Section 1.01 of the Credit Agreement is hereby amended by replacing the words “prior to the first anniversary of the Extended Term Loan Maturity Date” in each place they appear therein with the words “prior to the first anniversary of the Latest Term Loan Maturity Date in effect at the time such Equity Interest is issued”.

(c) The definition of the term “Incremental Term Loan Amount” set forth in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

**““Incremental Term Loan Amount”** shall mean, at any time, the excess, if any, of (a) \$1,000,000,000 over (b) the sum of (i) the aggregate amount of all Incremental Term Loan Commitments established prior to such time pursuant to Section 2.24 (whether in respect of Other Term Loans, Other Term

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A Loans or otherwise) and (ii) the aggregate principal amount of Indebtedness incurred pursuant to Section 6.01(w) prior to such time; *provided, however,* that, to the extent the proceeds of any Incremental Term Loans or any Alternative Incremental Facility Indebtedness are used concurrently with the incurrence thereof to prepay then-outstanding Term Loans the establishment of such Incremental Term Loan Commitments or the incurrence of such Alternative Incremental Facility Indebtedness, as the case may be, shall not reduce the Incremental Term Loan Amount. Notwithstanding the foregoing, (x) if the Incremental Term Loan Amount shall have been reduced as the result of the incurrence of Alternative Incremental Facility Indebtedness that resulted in Residual Specified Net Cash Proceeds, then the Incremental Term Loan Amount shall be subsequently increased upon the prepayment of then-outstanding Term Loans by an aggregate amount equal to the aggregate principal amount so prepaid (but, in any event, not to exceed the aggregate amount of such Residual Specified Net Cash Proceeds) and (y) the aggregate amount of all Incremental Term Loan Commitments established after the Amendment Effective Date pursuant to Section 2.24 in respect of Other Term A Loans shall not exceed an amount equal to the sum of (A) \$500,000,000 and (B) the aggregate principal amount of Other Term A Loans incurred after the Amendment Effective Date to the extent the proceeds of such Other Term A Loans are used concurrently with the incurrence thereof to prepay then-outstanding Other Term A Loans.”.

(d) The definition of the term “Lenders” set forth in Section 1.01 of the Credit Agreement is hereby amended by replacing the words “pursuant to an Assignment and Acceptance” in clause (b) of such definition with the words “pursuant to an Assignment and Acceptance or a Revolving Accession Agreement”.

(e) The definition of the term “Loan Documents” set forth in Section 1.01 of the Credit Agreement is hereby amended by inserting the words “, any Revolving Accession Agreement, any Revolving Credit Commitment Increase Amendment” in such definition immediately prior to the words “and the promissory notes”.

(f) The definition of the term “Net Cash Proceeds” set forth in Section 1.01 of the Credit Agreement is hereby amended as follows:

(i) by replacing the words “(other than the Loans and other Obligations)” in clause (iv) of such definition with the words “(other than the Loans, other Obligations and any Other Senior Secured Debt)”; and



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(ii) by replacing clause (b) of such definition in its entirety to read as follows:

“(b) with respect to any issuance or incurrence of Indebtedness (other than Indebtedness incurred pursuant to any Receivables Transaction), the cash proceeds thereof, net of all taxes and customary fees, commissions, costs and other expenses incurred in connection therewith; and (c) with respect to any sale of Receivables in a Receivables Transaction, the initial cash proceeds thereof (and any subsequent cash proceeds therefrom to the extent resulting from an increase in the Receivables Transaction Amount above the highest previous Receivables Transaction Amount balance), in each case received by the applicable originators net of all taxes and customary fees, commissions, costs and other expenses incurred in connection therewith”.

(g) The definition of the term “Other Term A Loans” set forth in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

““**Other Term A Loans**” shall mean Other Term Loans (a) which amortize at a rate per annum of not less than 5.00% in each period of four consecutive fiscal quarters commencing on or after the funding of such Other Term Loans and ending on or prior to the applicable Incremental Term Loan Maturity Date, (b) which have a weighted average life to maturity, when incurred, of five years or less and (c) 100% of the Net Cash Proceeds thereof are used concurrently with the incurrence thereof to prepay then-outstanding Term Loans pursuant to Section 2.12.”.

(h) The definition of the term “Permitted Additional Debt” set forth in Section 1.01 of the Credit Agreement is hereby amended by (i) replacing the date “January 15, 2018” therein with the words “the date that is ninety-one (91) days after the Latest Term Loan Maturity Date in effect at the time such Indebtedness is incurred” and (ii) replacing the words “with the meaning of Section 163(i)(1) of the Code” therein with the words “within the meaning of Section 163(i)(1) of the Code”.

(i) The definition of the term “Revolving Credit Commitment” set forth in Section 1.01 of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

““**Revolving Credit Commitment**” shall mean, with respect to each Lender, the commitment of such Lender to make Revolving Loans hereunder (and to acquire participations in Swingline Loans and Letters of Credit as provided for herein) as set forth on Schedule 2.01, or in the Assignment and Acceptance pursuant to which such Lender assumed its Revolving Credit Commitment, as applicable, as the same may be (a) reduced from time to time pursuant to Section 2.09, (b) increased from time to

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time pursuant to Section 2.26 and (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 9.04.”.

(j) Section 2.12 (Optional Prepayment) of the Credit Agreement is hereby amended as follows:

(i) by replacing the word “The” at the beginning of Section 2.12(a) with the phrase “Subject to paragraph (d) below, the”; and

(ii) by inserting the following in its entirety as a new Section 2.12(d):

“(d) If the Borrower delivers a notice of prepayment in accordance with Section 2.12(a) to prepay Non-Extended Funded Term Loans on a proposed date of prepayment that is prior to the first anniversary of the Amendment Effective Date and if and to the extent Specified Net Cash Proceeds are to be used for such prepayment, any Non-Extended Funded Term Loan Lender may elect, by notice to the Administrative Agent at or prior to the time and in the manner specified by the Administrative Agent, prior to such prepayment of Non-Extended Funded Term Loans to be made by the Borrower pursuant to this Section 2.12, to decline 50% (but not less than 50%) of its *pro rata* share of any such prepayment to be made with Specified Net Cash Proceeds (such declined amounts, “**Declined Specified Net Cash Proceeds**”). Any Declined Specified Net Cash Proceeds may be applied by the Borrower, at its option, to prepay the Non-Extended Funded Term Loans held by the Non-Extended Funded Term Loan Lenders not so declining such prepayment on a *pro rata* basis (and such Non-Extended Funded Term Loan Lenders shall not have any right to decline any prepayment made with Declined Specified Net Cash Proceeds). Subject to procedures reasonably satisfactory to the Administrative Agent, the Borrower may request that each Non-Extended Funded Term Loan Lender make such an election in advance of the delivery by the Borrower of a notice of prepayment with respect to any prepayment to be made by the Borrower with Specified Net Cash Proceeds and at or prior to the time and in the manner specified by the Administrative Agent and such election shall be binding on such Non-Extended Funded Term Loan Lender (and any successors or assignees of such Non-Extended Funded Term Loan Lender) for the period of time specified in such request. Declined Specified Net Cash Proceeds remaining after being so applied to prepay Term Loans pursuant to this Section 2.12 are referred to as “**Residual Specified Net Cash Proceeds**”. Except as expressly provided for in the preceding sentence, prior to the first anniversary of the Amendment Effective Date, Residual Specified Net Cash Proceeds may not be used to prepay Non-Extended Funded Term Loans pursuant to Section 2.12.”

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(k) Section 2.13(b) (Mandatory Prepayments) of the Credit Agreement is hereby amended by:

(i) deleting the words “, which such sales shall be subject to Section 2.13(e) below” in clause (i) thereof; and

(ii) replacing the proviso at the end of such section in its entirety with “ *provided* that the Borrower may use a portion of such Net Cash Proceeds to prepay or repurchase Other Senior Secured Debt to the extent any applicable credit agreement, indenture or other agreement governing such Other Senior Secured Debt requires the Borrower to prepay or make an offer to purchase such Other Senior Secured Debt with the proceeds of such Asset Sale, in each case in an amount not to exceed the product of (A) the amount of such Net Cash Proceeds and (B) a fraction, the numerator of which is the outstanding principal amount of such Other Senior Secured Debt and the denominator of which is the sum of the outstanding principal amount of such Other Senior Secured Debt and the outstanding principal amount of Term Loans”.

(l) Section 2.13(e) (Mandatory Prepayments) of the Credit Agreement is hereby amended by replacing such section in its entirety and replacing with the words “[Intentionally Omitted].”.

(m) Section 2.13(h) (Mandatory Prepayments) of the Credit Agreement is hereby amended by replacing the words “Section 2.13(b), (c), (d) or (e), as applicable,” in the first sentence of such section with the words “Section 2.13(b), (c) or (d), as applicable.”.

(n) Section 2.23(j) (Letters of Credit) of the Credit Agreement is hereby amended by replacing the words “Pari Passu Debt” in the final sentence of such section with the words “Other Senior Secured Debt”.

(o) Section 2.24(b) (Incremental Term Loans) of the Credit Agreement is hereby amended as follows:

(i) by replacing the words “shall be no earlier than the Extended Term Loan Maturity Date” in subclause (i) of such section with the words “shall be no earlier than the Latest Term Loan Maturity Date in effect at the time the Incremental Term Loan Commitments with respect to such Other Term Loans become effective (or, in the case of Other Term Loans all of the proceeds of which will be used to repay existing Term Loans (other than Other Term A Loans), the latest maturity date of such refinanced Term Loans)”;

(ii) by replacing the words “shall be no shorter than the average life to maturity of the Extended Term Loans” in subclause (ii) of such section with the words “shall be no shorter than the average life to maturity of any other

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Class of Loans (or, in the case of Other Term Loans all of the proceeds of which will be used to repay existing Term Loans (other than Other Term A Loans), the average life to maturity of such refinanced Term Loans);

(iii) by replacing the word “and” immediately prior to the designator “(iii)” in such section with “;”; and

(iv) by inserting the following at the end of the proviso to the second sentence of such section:

“and (iv) if the initial yield (excluding upfront or arrangement fees payable to the arranger, if any, of such loan) on any Other Term A Loans (as determined by the Administrative Agent on the same basis as the initial yield for Other Term Loans is determined pursuant to clause (iii) above) exceeds by more than 50 basis points the then-applicable yield (as determined by the Administrative Agent on the same basis as the then-applicable yield for existing Term Loans is determined pursuant to clause (iii) above) for any Class of Other Term A Loans (for any such Class of Other Term A Loans, the applicable amount of such excess above 50 basis points being referred to herein as the “**TLA Yield Differential**”) then the Applicable Percentage then in effect for each such Class of Other Term A Loans shall automatically be increased by the applicable TLA Yield Differential, effective upon the making of the Other Term A Loans.”.

(p) Section 2.25(c) (Loan Modification Offers; Replacement Revolving Credit Facility) of the Credit Agreement is hereby amended as follows:

(i) by replacing the word “and” immediately prior to the designator “(iv)” in such section with “;”; and

(ii) by inserting the following immediately prior to the proviso to the first sentence of such section:

“and (v) additional amendments to the terms of this Agreement applicable to the applicable Loans and/or Commitments of the Accepting Lenders that are less favorable to such Accepting Lenders than the terms of this Agreement prior to giving effect to such Permitted Amendments and that are reasonably acceptable to the Administrative Agent”.

(q) Article II of the Credit Agreement is hereby amended by adding the following as a new Section 2.26 at the end thereof:

“SECTION 2.26 **Revolving Credit Commitment Increases**. (a) The Borrower may from time to time, by written notice (a “**Notice of Increase**”) to the Administrative Agent (which shall promptly

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deliver a copy to each of the Revolving Credit Lenders), request that new Revolving Credit Commitments of any Class be extended or existing Revolving Credit Commitments of any Class be increased by one or more financial institutions, which may include any Revolving Credit Lender (any such financial institution, an “**Increasing Revolving Credit Lender**”) (any such extension or increase, a “**Revolving Credit Commitment Increase**”); *provided* that (i) the terms of the Revolving Credit Commitments under the Revolving Credit Commitment Increase shall be identical to the existing Revolving Credit Commitments of the applicable Class, except for any upfront fees paid to Increasing Revolving Credit Lenders; (ii) the aggregate amount of Revolving Credit Commitment Increases effected pursuant to this paragraph shall not exceed \$250,000,000; (iii) each Revolving Credit Commitment Increase shall be in an aggregate principal amount of not less than \$25,000,000, except to the extent necessary to utilize the remaining unused amount of increase permitted under this Section 2.26(a); (iv) prior to any such Revolving Credit Commitment Increase, except as otherwise specified in the applicable Revolving Accession Agreement, the Administrative Agent shall have received legal opinions, board resolutions and other closing certificates reasonably requested by the Administrative Agent and consistent with those delivered on the Closing Date under Section 4.02 of the Original Credit Agreement and (v) at the time of each such Revolving Credit Commitment Increase request and immediately after giving effect to the effectiveness of each such Revolving Credit Commitment Increase, the conditions set forth in paragraphs (b) and (c) of Section 4.01 shall be satisfied and the Administrative Agent shall have received certificates to that effect dated such dates and executed by a Financial Officer of the Borrower. Such Notice of Increase shall set forth the amount of the requested Revolving Credit Commitment Increase and the date on which such Revolving Credit Commitment Increase is requested to become effective (which shall be not less than ten Business Days or more than 60 days after the date of such Notice of Increase unless otherwise agreed to by the Administrative Agent). The Borrower may arrange for one or more Revolving Credit Lenders or one or more other financial institutions to act as Increasing Revolving Credit Lenders with respect to the proposed Revolving Credit Commitment Increase; *provided* that each Increasing Revolving Credit Lender shall be subject to the approval of the Administrative Agent, each Issuing Bank and the Swingline Lender (which approvals shall not be unreasonably withheld, conditioned or delayed) and each Increasing Revolving Credit Lender shall become a party to this Agreement by completing and delivering to the Administrative Agent a duly

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executed accession agreement in a form reasonably satisfactory to the Administrative Agent and the Borrower (a “**Revolving Accession Agreement**”). Revolving Credit Commitment Increases shall become effective on the date specified in the Notice of Increase delivered pursuant to this paragraph (but not prior to, for any Increasing Revolving Credit Lender that is not already a Revolving Credit Lender, execution and delivery by such Increasing Revolving Credit Lender of a Revolving Accession Agreement). Upon the effectiveness of any Revolving Accession Agreement to which any Increasing Revolving Credit Lender is a party, such Increasing Revolving Credit Lender shall thereafter be deemed to be a party to this Agreement and shall be entitled to all rights, benefits and privileges, and subject to all obligations, of a Revolving Credit Lender hereunder.

(b) Each of the parties hereto hereby agrees that, upon the effectiveness of any Revolving Credit Commitment Increase, this Agreement may be amended (such amendment, a “**Revolving Credit Commitment Increase Amendment**”) without the consent of any Lender to the extent (but only to the extent) necessary to reflect the existence and terms of the Revolving Credit Commitment Increase evidenced thereby. Upon the effectiveness of each Revolving Credit Commitment Increase pursuant to this Section 2.26, (i) each Revolving Credit Lender immediately prior to such increase will automatically and without further act be deemed to have assigned to each Increasing Revolving Credit Lender providing a portion of such Revolving Credit Commitment Increase, and each such Increasing Revolving Credit Lender will automatically and without further act be deemed to have assumed, a portion of such Revolving Credit Lender’s participations hereunder in outstanding Letters of Credit and Swingline Loans such that, after giving effect to such Revolving Credit Commitment Increase and each such deemed assignment and assumption of participations, the percentage of the aggregate outstanding participations hereunder in Letters of Credit and Swingline Loans held by each Revolving Credit Lender (including each such Increasing Revolving Credit Lender) will equal such Lender’s Pro Rata Percentage and (ii) if, on the date of such Revolving Credit Commitment Increase, there are any Revolving Loans outstanding, such Revolving Loans shall on or prior to the effectiveness of such Revolving Credit Commitment Increase be prepaid from the proceeds of additional Revolving Loans made hereunder (reflecting such Revolving Credit Commitment Increase), which prepayment shall be accompanied by accrued interest on the Revolving Loans being prepaid and any costs incurred by any Lender in accordance with Section 2.12. The Administrative Agent and the Lenders hereby agree that the

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minimum borrowing, pro rata borrowing and pro rata payment requirements contained elsewhere in this Agreement shall not apply to the transactions effected pursuant to the immediately preceding sentence.”.

(r) Section 3.19(a) (Security Documents) of the Credit Agreement is hereby amended by replacing the words “in each case prior and superior in right to any other person, and” in subclause (i) of such section with the words “in each case prior and superior in right to any other person (other than the rights of persons pursuant to (x) Liens permitted by Section 6.02(z) and (y) Liens permitted by Section 6.02 having priority by operation of law), and”.

(s) Section 5.13 (Proceeds of Certain Dispositions) of the Credit Agreement is hereby amended by replacing the proviso at the end of such section in its entirety with “*provided* that the Borrower may use a portion of such cash proceeds to prepay or repurchase Other Senior Secured Debt to the extent any applicable credit agreement, indenture or other agreement governing such Other Senior Secured Debt requires the Borrower to prepay or make an offer to purchase such Other Senior Secured Debt with such cash proceeds, in each case in an amount not to exceed the product of (A) the amount of such cash proceeds and (B) a fraction, the numerator of which is the outstanding principal amount of such Other Senior Secured Debt and the denominator of which is the sum of the outstanding principal amount of such Other Senior Secured Debt and the outstanding principal amount of Term Loans, or (ii) acquire assets in a manner that is permitted hereby, in each case in a manner that will eliminate any such requirement to make such an offer to purchase”.

(t) Section 6.01 (Indebtedness) of the Credit Agreement is hereby amended as follows:

(i) by replacing the “\$750,000,000” set forth in clause (r) thereof with “\$1,000,000,000”;

(ii) by replacing the “\$400,000,000” set forth in clause (u) thereof with “\$700,000,000”;

(iii) by deleting the word “and” at the end of clause (u) thereof;

(iv) by amending and restating clause (v) thereof in its entirety with the following:

“(x) Pari Passu Debt, *provided* that, either (i) at the time of incurrence of such Pari Passu Debt, and after giving effect thereto and to the use of the proceeds thereof, (A) no Default or Event of Default shall have occurred and be continuing and (B) the Secured Leverage Ratio Condition shall be satisfied or (ii) not later than the fifth Business Day following the incurrence thereof, 100% of the Net Cash Proceeds thereof are used by the Borrower to prepay Term Loans in the manner set forth in Section 2.13(g) and (y)

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Permitted Additional Debt that refinances or replaces any existing Pari Passu Debt; *provided* that the principal amount of such Pari Passu Debt is not increased (except by an amount not to exceed (1) the amount of unpaid accrued interest and premium on the existing Pari Passu Debt so refinanced or replaced, plus (2) other reasonable amounts paid and fees and expenses incurred in connection with such refinancing or replacement); and”;

(v) by inserting the following as a new clause (w) in such section:

“(w) (i) Alternative Incremental Facility Indebtedness; *provided* that (x) at the time of incurrence of such Alternative Incremental Facility Indebtedness the principal amount of such Alternative Incremental Facility Indebtedness does not exceed the Incremental Term Loan Amount and (y) either (A) at the time of incurrence of such Alternative Incremental Facility Indebtedness, and after giving effect thereto and to the use of the proceeds thereof, no Default or Event of Default shall have occurred and be continuing or (B) 100% of the Net Cash Proceeds thereof are used within five Business Days of the incurrence thereof to prepay then-outstanding Term Loans pursuant to Section 2.12 (*provided* that any such Net Cash Proceeds that are Residual Specified Net Cash Proceeds may be used to prepay Term Loans within five Business Days after the first anniversary of the Amendment Effective Date); and (ii) any extensions, renewals, refinancings and replacements of Indebtedness permitted to be incurred pursuant to this Section 6.01(w) (the Indebtedness being extended, renewed, refinanced or replaced being referred to herein as the “**Refinanced Indebtedness**”); and the Indebtedness incurred under this subclause (ii) being referred to herein as “**Permitted Refinancing Indebtedness**”); *provided* that (x) the principal amount of the Permitted Refinancing Indebtedness is not increased (except by an amount equal to the accrued interest and premium on, or other amounts paid, and fees and expenses incurred, in connection with such extension, renewal, refinancing or replacement) and (y) the Permitted Refinancing Indebtedness complies with clauses (a) through (g) of the definition of the term “Alternative Incremental Facility Indebtedness”.”.



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(u) Section 6.02(p) (Liens) of the Credit Agreement is hereby amended and restated in its entirety to read as follows:

“(p) Liens pursuant to Receivables Transactions incurred in accordance with Section 6.05(b), including Liens on the assets of any Securitization Subsidiary created pursuant to a Receivables Transaction and Liens incurred by the Borrower and the Subsidiaries on Receivables to secure obligations owing by them in respect of any such Receivables Transaction, *provided* that any Receivables not transferred to a Securitization Subsidiary in connection with such Receivables Transaction to the extent constituting intercompany indebtedness required to be pledged pursuant to the Guarantee and Collateral Agreement shall be and remain subject to the perfected first priority Lien and security interest granted to the Collateral Agent in favor of the Lenders in accordance with the Guarantee and Collateral Agreement;”.

(v) Section 6.02(z) (Liens) of the Credit Agreement is hereby amended by replacing the words “secure Pari Passu Debt Obligations and” in subclause (i) of such section with the words “secure Pari Passu Debt Obligations and/or Alternative Incremental Facility Indebtedness and”.

(w) Section 6.04(e) (Investments) of the Credit Agreement is hereby amended by inserting an additional close parenthetical immediately after the phrase “(***Health Care Associates***)”.

(x) Section 6.05(b)(ii) (Mergers, Consolidations, Sales of Assets and Acquisitions) is hereby amended and restated in its entirety to read as follows:

“a Receivables Transaction, *provided* that (w) the material terms and conditions and the structure of such Receivables Transaction have been approved by the Administrative Agent (such approval not to be unreasonably withheld or delayed), (x) any Liens granted in connection with such Receivables Transaction shall comply with the terms of Section 6.02(p), (y) the aggregate Receivables Transaction Amount outstanding at any time in respect of all Receivables Transactions does not exceed \$2,000,000,000 and (z) to the extent Parent or any of its subsidiaries shall receive aggregate Net Cash Proceeds in excess of \$300,000,000 from the consummation of Receivables Transactions, the Borrower shall, substantially simultaneously with (and in any event not later than the fifth Business Day next following) the receipt of such Net Cash Proceeds by Parent or such subsidiary, apply an amount equal to 100% of the amount of such Net Cash Proceeds so in excess of \$300,000,000 to prepay then-outstanding Indebtedness (other than Indebtedness in respect of revolving extensions of credit, except to the extent that any such prepayment is accompanied by a permanent reduction in related commitments) (any Receivables Transaction meeting all the criteria of this Section 6.05(b)(ii) being referred to herein as a “***Permitted Receivables Transaction***”);”.

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(y) Section 6.06 (Restricted Payments; Restrictive Agreements) of the Credit Agreement is hereby amended as follows:

(i) by inserting the words “, the Borrower or any Subsidiary” immediately after the word “Parent” in clause (a)(ii) of such section; and

(ii) by replacing clause (x)(H) of the proviso to Section 6.06(b) in its entirety with “(H) imposed by any credit agreement, indenture or other agreement governing Pari Passu Debt or Alternative Incremental Facility Indebtedness, so long as such restrictions and conditions are not less favorable to the Lenders than to the holders of such Pari Passu Debt or such Alternative Incremental Facility Indebtedness, as the case may be”.

(z) Article VII (Events of Default) of the Credit Agreement is hereby amended as follows:

(i) by replacing the words “any other event or condition occurs that results in any Material Indebtedness becoming due prior to its scheduled maturity or that enables or permits (with or without the giving of notice, the lapse of time or both)” in clause (f) thereof with the words “any other event or condition occurs that results in any Material Indebtedness (other than any Material Indebtedness of any Securitization Subsidiary) becoming due prior to its scheduled maturity or that enables or permits (after giving effect to any grace period)”;

(ii) by replacing the words “Pari Passu Debt” in clause (p) thereof with the words “Other Senior Secured Debt”.

(aa) Section 9.20 (Pari Passu Obligations) of the Credit Agreement is hereby amended as follows:

(i) by replacing the words “In connection with the incurrence by the Borrower or any Subsidiary of Pari Passu Debt,” in paragraph (b) of such section with the words “In connection with the incurrence by the Borrower or any Subsidiary of Pari Passu Debt and/or Alternative Incremental Facility Indebtedness,”;

(ii) by replacing the words “(A) enable any extension, renewal, refinancing, replacement or additional incurrence of any Loans or any Pari Passu Debt permitted under this Agreement” in paragraph (b) of such section with the words “(A) enable any extension, renewal, refinancing, replacement or additional incurrence of any Loans or any Pari Passu Debt and/or Alternative Incremental Facility Indebtedness permitted under this Agreement”; and

(iii) by replacing the words “(1) enable the Borrower or any Subsidiary to incur Pari Passu Debt otherwise permitted to be waived hereunder” in paragraph (d) of such section with the words “(1) enable the Borrower or any Subsidiary to incur Pari Passu Debt and/or Alternative Incremental Facility Indebtedness otherwise permitted to be incurred hereunder”.

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SECTION 3. Representations and Warranties. To induce the other parties hereto to enter into this Amendment, each of Parent, the Borrower and each Subsidiary Guarantor hereby represents and warrants to each of the Lenders, the Administrative Agent, the Issuing Banks and the Collateral Agent that, after giving effect to this Amendment:

(a) The representations and warranties set forth in Article III of the Credit Agreement and in each other Loan Document are true and correct in all material respects on and as of the Amendment Effective Date as though made on and as of such date, except to the extent that such representations and warranties expressly relate to an earlier date.

(b) No Default or Event of Default has occurred and is continuing.

(c) None of the Security Documents in effect on the Amendment Effective Date will be rendered invalid, non-binding or unenforceable against any Loan Party as a result of this Amendment. The Guarantees created under such Security Documents will continue to guarantee the Obligations to the same extent as they guaranteed the Obligations immediately prior to the Amendment Effective Date. The Liens created under such Security Documents will continue to secure the Obligations, and will continue to be perfected, in each case, to the same extent as they secured the Obligations or were perfected immediately prior to the Amendment Effective Date.

SECTION 4. Effectiveness. This Amendment shall become effective on and as of the date on which each of the following conditions precedent is satisfied (such date, the "**Amendment Effective Date**"):

(a) The Administrative Agent shall have received duly executed and delivered counterparts of this Amendment that, when taken together, bear the signatures of Parent, the Borrower, each Subsidiary Guarantor and the Required Lenders.

(b) The Administrative Agent shall have received a certificate, dated the Amendment Effective Date and signed by a Financial Officer of the Borrower, confirming compliance with the conditions precedent set forth in paragraphs (b) and (c) of Section 4.01 of the Credit Agreement.

(c) The Administrative Agent shall have received payment from the Borrower, (a) for the account of each Non-Extended Funded Term Loan Lender that shall have unconditionally and irrevocably delivered to the Administrative Agent (or its counsel) its executed signature page to this Amendment at or prior to 5:00 p.m., New York City time, on August 2, 2012 (the "**Delivery Time**"), an amendment fee in an amount equal to 0.05% of the aggregate outstanding principal amount of such Lender's Non-Extended Funded Term Loans as of the Amendment Effective Date and (b) for the account of each Extended Term Loan Lender that shall have unconditionally and irrevocably delivered to the Administrative Agent (or its counsel) its executed signature page to this Amendment at or prior to the Delivery Time, an amendment fee in an amount equal to 0.25% of the aggregate outstanding principal amount of such Lender's Extended Term Loans as of the Amendment Effective Date. Such fees shall be payable in immediately available funds and, once paid, shall not be refundable in whole or in part.

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(d) The Administrative Agent shall have received all other Fees and other amounts due and payable on or prior to the Amendment Effective Date, including, to the extent invoiced, reimbursement or payment of all out-of-pocket expenses required to be reimbursed or paid by the Borrower in connection with the transactions contemplated hereby or under any other Loan Document.

The Administrative Agent shall notify the parties hereto of the Amendment Effective Date and such notice shall be conclusive and binding.

SECTION 5. Effect of this Amendment. (a) Except as expressly set forth herein, this Amendment shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent, the Lenders or any other Secured Party under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. This Amendment shall apply and be effective only with respect to the provisions of the Credit Agreement specifically referred to herein.

(b) After the date hereof, any reference to the Credit Agreement shall mean the Credit Agreement as modified hereby.

(c) This Amendment shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other Loan Documents.

SECTION 6. Reaffirmation. Each of Parent, the Borrower and each of the Subsidiary Guarantors identified on the signature pages hereto (collectively, Parent, the Borrower and such Subsidiary Guarantors, the "**Reaffirming Loan Parties**") hereby acknowledges that it expects to receive substantial direct and indirect benefits as a result of this Amendment and the transactions contemplated hereby. Each Reaffirming Loan Party hereby consents to this Amendment and the transactions contemplated hereby, and hereby confirms its respective guarantees, pledges and grants of security interests, as applicable, under each of the Loan Documents to which it is party, and agrees that, notwithstanding the effectiveness of this Amendment and the transactions contemplated hereby, such guarantees, pledges and grants of security interests shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties.

SECTION 7. Expenses. The Borrower agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with the Loan Documents (including the preparation of this Amendment), including the reasonable fees, charges and disbursements of counsel for the Administrative Agent.

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SECTION 8. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by electronic transmission (e.g., "pdf") of an executed counterpart of a signature page to this Amendment shall be effective as delivery of an original executed counterpart of this Amendment, and, once delivered, may not be withdrawn or revoked unless the Amendment fails to become effective in accordance with its terms on or prior to September 30, 2012.

SECTION 9. No Novation. This Amendment shall not extinguish the obligations for the payment of money outstanding under the Credit Agreement or discharge or release the Lien or priority of any Loan Document or any other security therefor or any guarantee thereof. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Credit Agreement or instruments guaranteeing or securing the same, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Amendment or any other document contemplated hereby shall be construed as a release or other discharge of the Borrower under the Credit Agreement or any Loan Party under any other Loan Document from any of its obligations and liabilities thereunder. The Credit Agreement and each of the other Loan Documents shall remain in full force and effect, until and except as modified hereby or thereby in connection herewith or therewith.

SECTION 10. Governing Law. (a) THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AMENDMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AMENDMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 11. Headings. Section headings used herein are for convenience of reference only, are not part of this Amendment and shall not affect the construction of, or be taken into consideration in interpreting, this Amendment.

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*[Remainder of page intentionally left blank]*

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

CHS/COMMUNITY HEALTH SYSTEMS, INC.,

by /s/ W. Larry Cash

Name: W. Larry Cash

Title: Executive Vice President and Chief Financial Officer

COMMUNITY HEALTH SYSTEMS, INC.,

by /s/ W. Larry Cash

Name: W. Larry Cash

Title: Executive Vice President and Chief Financial Officer

[SIGNATURE PAGE TO AMENDMENT No. 1 TO  
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

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CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,  
individually and as Administrative Agent, Collateral Agent,  
Swingline Lender and an Issuing Bank,

by /s/ Robert Hetu

\_\_\_\_\_  
Name: Robert Hetu

Title: Managing Director

by /s/ Rahul Parmar

\_\_\_\_\_  
Name: Rahul Parmar

Title: Associate

[SIGNATURE PAGE TO AMENDMENT No. 1 TO  
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]



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WELLS FARGO BANK, N.A., individually and as an  
Issuing Bank,

by /s/ Monique Gasque

\_\_\_\_\_  
Name: Monique Gasque

Title: Vice President

[SIGNATURE PAGE TO AMENDMENT No. 1 TO  
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

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Abilene Hospital LLC  
Abilene Merger LLC  
Affinity Health Systems, LLC  
Affinity Hospital, LLC  
Anna Hospital Corporation  
Berwick Hospital Company, LLC  
Big Bend Hospital Corporation  
Big Spring Hospital Corporation  
Birmingham Holdings II, LLC  
Birmingham Holdings, LLC  
Blue Island Hospital Company, LLC  
Blue Island Illinois Holdings, LLC  
Bluefield Holdings, LLC  
Bluefield Hospital Company, LLC  
Bluffton Health System, LLC  
Brownsville Hospital Corporation  
Brownwood Medical Center, LLC  
Bullhead City Hospital Corporation  
Bullhead City Hospital Investment Corporation  
Carlsbad Medical Center, LLC  
Centre Hospital Corporation  
CHHS Holdings, LLC  
CHS Kentucky Holdings, LLC  
CHS Pennsylvania Holdings, LLC  
CHS Virginia Holdings, LLC  
CHS Washington Holdings, LLC  
Clarksville Holdings, LLC  
Cleveland Hospital Corporation  
Cleveland Tennessee Hospital Company, LLC  
Clinton Hospital Corporation  
Coatesville Hospital Corporation  
College Station Medical Center, LLC  
College Station Merger, LLC  
Community GP Corp.  
Community Health Investment Company, LLC  
Community LP Corp.

by /s/ James W. Doucette

Name: James W. Doucette

Title: Vice President and Treasurer

[SIGNATURE PAGE TO AMENDMENT No. 1 TO  
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

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CP Hospital GP, LLC  
CPLP, LLC  
Crestwood Hospital LP, LLC  
Crestwood Hospital, LLC  
CSMC, LLC  
CSRA Holdings, LLC  
Deaconess Holdings, LLC  
Deaconess Hospital Holdings, LLC  
Deming Hospital Corporation  
Desert Hospital Holdings, LLC  
Detar Hospital, LLC  
DHFV Holdings, LLC  
DHSC, LLC  
Dukes Health System, LLC  
Dyersburg Hospital Corporation  
Emporia Hospital Corporation  
Evanston Hospital Corporation  
Fallbrook Hospital Corporation  
Foley Hospital Corporation  
Forrest City Arkansas Hospital Company, LLC  
Forrest City Hospital Corporation  
Fort Payne Hospital Corporation  
Frankfort Health Partner, Inc.  
Franklin Hospital Corporation  
Gadsden Regional Medical Center, LLC  
Galesburg Hospital Corporation  
Granbury Hospital Corporation  
Granite City Hospital Corporation  
Granite City Illinois Hospital Company, LLC  
Greenville Hospital Corporation  
GRMC Holdings, LLC  
Hallmark Healthcare Company, LLC  
Hobbs Medco, LLC  
Hospital of Barstow, Inc.  
Hospital of Fulton, Inc.  
Hospital of Louisa, Inc.  
Hospital of Morristown, Inc.

by /s/ James W. Doucette

Name: James W. Doucette

Title: Vice President and Treasurer

[SIGNATURE PAGE TO AMENDMENT No. 1 TO  
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

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Jackson Hospital Corporation  
Jackson Hospital Corporation  
Jourdanton Hospital Corporation  
Kay County Hospital Corporation  
Kay County Oklahoma Hospital Company, LLC  
Kirksville Hospital Company, LLC  
Lakeway Hospital Corporation  
Lancaster Hospital Corporation  
Las Cruces Medical Center, LLC  
Lea Regional Hospital, LLC  
Lexington Hospital Corporation  
Longview Clinic Operations Company, LLC  
Longview Merger, LLC  
LRH, LLC  
Lutheran Health Network of Indiana, LLC  
Marion Hospital Corporation  
Martin Hospital Corporation  
Massillon Health Community System, LLC  
Massillon Health System, LLC  
Massillon Holdings, LLC  
McKenzie Tennessee Hospital Company, LLC  
McNairy Hospital Corporation  
MCSA, L.L.C.  
Medical Center of Brownwood, LLC  
Merger Legacy Holdings, LLC  
MMC of Nevada, LLC  
Moberly Hospital Company, LLC  
MWMC Holdings, LLC  
Naticoke Hospital Company, LLC  
National Healthcare of Leesville, Inc.  
National Healthcare of Mt. Vernon, Inc.  
National Healthcare of Newport, Inc.  
Navarro Regional, LLC  
NC-DSH, LLC

by /s/ James W. Doucette

Name: James W. Doucette

Title: Vice President and Treasurer

[SIGNATURE PAGE TO AMENDMENT No. 1 TO  
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

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Northampton Hospital Company, LLC  
Northwest Hospital, LLC  
NOV Holdings, LLC  
NRH, LLC  
Oak Hill Hospital Corporation  
Oro Valley Hospital, LLC  
Palmer-Wasilla Health System, LLC  
Payson Hospital Corporation  
Peckville Hospital Company, LLC  
Pennsylvania Hospital Company, LLC  
Phillips Hospital Corporation  
Phoenixville Hospital Company, LLC  
Pottstown Hospital Company, LLC  
QHG Georgia Holdings II, LLC  
QHG Georgia Holdings, Inc.  
QHG of Bluffton Company, LLC  
QHG of Clinton County, Inc.  
QHG of Enterprise, Inc.  
QHG of Forrest County, Inc.  
QHG of Fort Wayne Company, LLC  
QHG of Hattiesburg, Inc.  
QHG of Massillon, Inc.  
QHG of South Carolina, Inc.  
QHG of Spartanburg, Inc.  
QHG of Springdale, Inc.  
QHG of Warsaw Company, LLC  
Quorum Health Resources, LLC  
Red Bud Hospital Corporation  
Red Bud Illinois Hospital Company, LLC  
Regional Hospital of Longview, LLC  
River Region Medical Corporation  
Roswell Hospital Corporation  
Ruston Hospital Corporation  
Ruston Louisiana Hospital Company, LLC  
SACMC, LLC  
Salem Hospital Corporation  
San Angelo Community Medical Center, LLC

by /s/ James W. Doucette

Name: James W. Doucette

Title: Vice President and Treasurer

[SIGNATURE PAGE TO AMENDMENT No. 1 TO  
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San Angelo Medical, LLC  
San Miguel Hospital Corporation  
Scranton Holdings, LLC  
Scranton Hospital Company, LLC  
Scranton Quincy Holdings, LLC  
Scranton Quincy Hospital Company, LLC  
Shelbyville Hospital Corporation  
Siloam Springs Arkansas Hospital Company, LLC  
Siloam Springs Holdings, LLC  
Southern Texas Medical Center, LLC  
Spokane Valley Washington Hospital Company, LLC  
Spokane Washington Hospital Company, LLC  
Tennyson Holdings, LLC  
Tomball Texas Holdings, LLC  
Tomball Texas Hospital Company, LLC  
Tooele Hospital Corporation  
Triad Health Care Corporation  
Triad Holdings III, LLC  
Triad Holdings IV, LLC  
Triad Holdings V, LLC  
Triad Nevada Holdings, LLC  
Triad of Alabama, LLC  
Triad of Oregon, LLC  
Triad-ARMC, LLC  
Triad-El Dorado, Inc.  
Triad-Navarro Regional Hospital Subsidiary, LLC  
Tunhannock Hospital Company, LLC  
VHC Medical, LLC  
Vicksburg Healthcare, LLC  
Victoria Hospital, LLC  
Virginia Hospital Company, LLC  
Warren Ohio Hospital Company, LLC  
Warren Ohio Rehab Hospital Company, LLC

by /s/ James W. Doucette

Name: James W. Doucette

Title: Vice President and Treasurer

[SIGNATURE PAGE TO AMENDMENT No. 1 TO  
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

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Watsonville Hospital Corporation  
Waukegan Hospital Corporation  
Waukegan Illinois Hospital Company, LLC  
Weatherford Hospital Corporation  
Weatherford Texas Hospital Company, LLC  
Webb Hospital Corporation  
Webb Hospital Holdings, LLC  
Wesley Health System, LLC  
West Grove Hospital Company, LLC  
WHMC, LLC  
Wilkes-Barre Behavioral Hospital Company, LLC  
Wilkes-Barre Holdings, LLC  
Wilkes-Barre Hospital Company, LLC  
Williamston Hospital Corporation  
Women & Children's Hospital, LLC  
Woodland Heights Medical Center, LLC  
Woodward Health System, LLC  
Youngstown Ohio Hospital Company, LLC

by /s/ James W. Doucette

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Name: James W. Doucette

Title: Vice President and Treasurer

[SIGNATURE PAGE TO AMENDMENT No. 1 TO  
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Brownwood Hospital, L.P.  
By: Brownwood Medical Center, LLC  
Its: General Partner

by /s/ James W. Doucette  
Name: James W. Doucette  
Title: Vice President and Treasurer

College Station Hospital, L.P.  
By: College Station Medical Center, LLC  
Its: General Partner

by /s/ James W. Doucette  
Name: James W. Doucette  
Title: Vice President and Treasurer

Longview Medical Center, L.P.  
By: Regional Hospital of Longview, LLC  
Its: General Partner

by /s/ James W. Doucette  
Name: James W. Doucette  
Title: Vice President and Treasurer

Navarro Hospital, L.P.  
By: Navarro Regional, LLC  
Its: General Partner

by /s/ James W. Doucette  
Name: James W. Doucette  
Title: Vice President and Treasurer

[SIGNATURE PAGE TO AMENDMENT No. 1 TO  
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]



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QHG Georgia, LP  
By: QHG Georgia Holdings II, LLC  
Its: General Partner

by /s/ James W. Doucette  
Name: James W. Doucette  
Title: Vice President and Treasurer

Victoria of Texas, L.P.  
By: Detar Hospital, LLC  
Its: General Partner

by /s/ James W. Doucette  
Name: James W. Doucette  
Title: Vice President and Treasurer

[SIGNATURE PAGE TO AMENDMENT No. 1 TO  
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LENDER SIGNATURE PAGE TO  
AMENDMENT NO. 1  
TO CREDIT AGREEMENT OF  
CHS/COMMUNITY HEALTH SYSTEMS, INC.

Name of Lender: \_\_\_\_\_

by \_\_\_\_\_

Name:

Title:

For any Lender requiring a second signature line:

by \_\_\_\_\_

Name:

Title:

[SIGNATURE PAGE TO AMENDMENT No. 1 TO  
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]



## COMMUNITY HEALTH SYSTEMS, INC. FINALIZES AMENDMENT TO ITS CREDIT AGREEMENT FACILITIES

FRANKLIN, Tenn. (August 3, 2012) – Community Health Systems, Inc. (the “Company”) (NYSE:CYH) today announced that it and its wholly-owned subsidiary CHS/Community Health Systems, Inc. have entered into an amendment (the “Amendment”) effective as of today of their existing credit agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010 and February 2, 2012 (the “Credit Agreement”).

The Amendment provides increased flexibility for refinancing and repayment of the existing non-extended term loans under the Credit Agreement and amends certain other terms of the Credit Agreement. The pricing of the Loans under the Credit Agreement will remain unchanged. The Company plans to continue to pursue opportunistic refinancing transactions from time to time, which may be secured or unsecured and may be in the form of loans, notes or other types of financing.

### About Community Health Systems, Inc.

Located in the Nashville, Tennessee, suburb of Franklin, Community Health Systems, Inc. is one of the largest publicly-traded hospital companies in the United States and a leading operator of general acute care hospitals in non-urban and mid-size markets throughout the country. Through its subsidiaries, the Company currently owns, leases or operates 135 hospitals in 29 states with an aggregate of approximately 20,000 licensed beds. Its hospitals offer a broad range of inpatient and surgical services, outpatient treatment and skilled nursing care. In addition, through its subsidiary, Quorum Health Resources, LLC, the Company provides management and consulting services to non-affiliated general acute care hospitals located throughout the United States. Shares in Community Health Systems, Inc. are traded on the New York Stock Exchange under the symbol “CYH.”

### Forward-Looking Statements

Statements contained in this press release regarding credit agreement amendments, their impact on the Company and other events are forward-looking statements that involve risk and uncertainties. Actual future events or results may differ materially from these statements. Readers are referred to the documents filed by Community Health Systems, Inc. with the Securities and Exchange Commission, including the Company’s annual report on Form 10-K, Current Reports on Form 8-K and Quarterly Reports on Form 10-Q. These filings identify important risk factors and other uncertainties that could cause actual results to differ from those contained in the forward-looking statements. The Company undertakes no obligation to revise or update any forward-looking statements, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

Investor Contact:           W. Larry Cash  
Executive Vice President  
and Chief Financial Officer  
(615) 465-7000

-END-