

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): November 28, 2012 (November 27, 2012)

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.)

**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)

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))

Item 1.01. Entry into a Material Definitive Agreement.

On November 27, 2012 (the "Closing Date"), Community Health Systems, Inc. (the "Company") and its wholly-owned subsidiary CHS/Community Health Systems, Inc. (the "Borrower") entered into Amendment No. 2 (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, 2012 and as amended as of August 3, 2012, among the Company, the Borrower, the lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent (as amended, supplemented, amended and restated or otherwise modified, the "Credit Agreement").

The Amendment provides increased flexibility for the Company to make investments and restricted payments and incur debt related to acquisitions, and amends certain other terms of the Credit Agreement, including the maximum leverage ratio and interest coverage ratio financial covenant levels. The pricing of the loans under the Credit Agreement will remain unchanged. A one year 1% prepayment premium payable in connection with a repricing of the extended term loans due 2017 was added.

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 November 21, 2012, the Company announced that it had obtained the requisite consents of the lenders to enter into 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. 2, dated as of November 27, 2012, to the Credit Agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010, and February 2, 2012, and as amended as of August 3, 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 November 21, 2012

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: November 28, 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)

EXHIBIT INDEX

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99.1	Press release dated November 21, 2012

AMENDMENT NO. 2 dated as of November 27, 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, and as amended as of August 3, 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 ("**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 term in the appropriate alphabetical order therein:

"**Amendment No. 2 Effective Date**" shall mean November 27, 2012.

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

“**Applicable Percentage**” shall mean, for any day (a) with respect to any Eurodollar Non-Extended Term Loan, ABR Non-Extended Term Loan, Eurodollar Extended Term Loan or ABR Extended Term Loan, the applicable percentage set forth below under the caption “Eurodollar Spread—Non-Extended Term Loans”, “ABR Spread—Non-Extended Term Loans”, “Eurodollar Spread—Extended Term Loans” or “ABR Spread—Extended Term Loans”, as the case may be, in each case based upon the Secured Leverage Ratio as of the relevant date of determination, and (b) (i) with respect to any Eurodollar Incremental Term Loan incurred on the First Incremental Term Loan Assumption Agreement Date, ABR Incremental Term Loan incurred on the First Incremental Term Loan Assumption Agreement Date, Eurodollar Revolving Loan or ABR Revolving Loan, the applicable percentage set forth below under the caption “Eurodollar Spread—Incremental Term Loans”, “ABR Spread—Incremental Term Loans”, “Eurodollar Spread—Revolving Loans” or “ABR Spread—Revolving Loans”, as the case may be, and (ii) with respect to the Revolving Credit Commitment Fee, the applicable rate set forth below under the caption “Revolving Credit Commitment Fee Rate”, in each case based upon the Leverage Ratio as of the relevant date of determination:

Secured Leverage Ratio	Eurodollar Spread— Non- Extended Term Loans	ABR Spread— Non- Extended Term Loans	Eurodollar Spread— Extended Term Loans	ABR Spread— Extended Term Loans
Category 1 > 3.50 to 1.00	2.50%	1.50%	3.75%	2.75%
Category 2 ≤ 3.50 to 1.00	2.25%	1.25%	3.50%	2.50%

Leverage Ratio	Eurodollar Spread— Incremental Term Loans	ABR Spread— Incremental Term Loans	Eurodollar Spread— Revolving Loans	ABR Spread— Revolving Loans	Revolving Credit Commitment Fee Rate
Category 1 ≥ 5.50 to 1.00	3.00%	2.00%	3.00%	2.00%	0.50%
Category 2 ≥ 5.00 to 1.00 and < 5.50 to 1.00	2.75%	1.75%	2.75%	1.75%	0.50%
Category 3 ≥ 4.50 to 1.00 and < 5.00 to 1.00	2.50%	1.50%	2.50%	1.50%	0.50%
Category 4 ≥ 4.00 to 1.00 and < 4.50 to 1.00	2.25%	1.25%	2.25%	1.25%	0.375%
Category 5 < 4.00 to 1.00	2.00%	1.00%	2.00%	1.00%	0.375%

Each change in the Applicable Percentage resulting from a change in the Secured Leverage Ratio or the Leverage Ratio, as the case may be, shall be effective with respect to all Loans and Letters of Credit outstanding on and after the date of delivery to the Administrative Agent of the financial statements and certificates required by Section 5.04(a) or (b) and Section 5.04(c), respectively, indicating such change until the date immediately preceding the next date of delivery of such financial statements and certificates indicating another such change. Notwithstanding the foregoing, (a) the Secured Leverage Ratio shall be deemed to be in Category 2 for purposes of determining the Applicable Percentage until the end of the first full fiscal quarter following the Amendment No. 2 Effective Date (at which time, subject to the immediately succeeding sentence, the Secured Leverage Ratio shall be determined on the basis of the financial statements and certificates most recently delivered pursuant to Section 5.04(a) or (b) and Section 5.04(c), respectively, prior to such date, and the Applicable Percentage resulting from such Secured Leverage Ratio shall be effective until any such change is required pursuant to the immediately preceding sentence) and (b) the Leverage Ratio shall be deemed to be in Category 3 for purposes of determining the Applicable Percentage until the end of the first full fiscal quarter following the First Incremental Term Loan Assumption Agreement Date (at which time, subject to the immediately succeeding sentence, the Leverage Ratio shall be determined on the basis of the financial statements and certificates most recently delivered pursuant to Section 5.04(a) or (b) and Section 5.04(c), respectively, prior to such date, and the Applicable Percentage resulting from such Leverage Ratio shall be effective until any such change is required pursuant to the immediately preceding sentence). In addition, (a) at any time during which the Borrower has failed to deliver the financial statements and certificates required by Section 5.04(a) or (b) and Section 5.04(c), respectively (until the time of the delivery thereof), the Secured Leverage Ratio and the Leverage Ratio shall each be deemed to be in Category 1 for purposes of determining the Applicable Percentage, or (b) at any time after the occurrence and during the continuance of an Event of Default, the Leverage Ratio shall be deemed to be in Category 1 for purposes of determining the Applicable Percentage.”

(c) The definition of the term “Secured Leverage Ratio Condition” set forth in Section 1.01 of the Credit Agreement is hereby amended by replacing “3.5” therein with “3.75”.

(d) The definition of the term “Spinout Transaction” set forth in Section 1.01 of the Credit Agreement is hereby amended by replacing “3.50” in subclause (x) of clause (ii) of the proviso thereto with “3.75”.

(e) Section 1.03(b) (Pro Forma Calculations) of the Credit Agreement is hereby amended by:

(i) inserting the words “and synergies” immediately after the words “cost savings” in each place they appear therein; and

(ii) inserting the words “; *provided, further*, that the aggregate amount added to or included in Consolidated EBITDA above in respect of synergies for any period of four consecutive fiscal quarters shall not exceed an amount equal to 5% of Consolidated EBITDA.” at the end of the first sentence of such section.

(f) Section 2.12 (Optional Prepayment) of the Credit Agreement is hereby amended by:

(i) adding at the end of the second sentence of Section 2.12(c) the words “, except as expressly provided in Section 2.12(e)”; and

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

“(e) If, prior to the first anniversary of the Amendment No. 2 Effective Date, (i) all or any portion of the Extended Term Loans are prepaid out of the proceeds of a substantially concurrent issuance or incurrence of secured term loans and the effective yield (as determined by the Administrative Agent in a manner consistent with generally accepted financial practice and, in any event, excluding the effect of any arrangement, structuring, syndication, commitment or other fees in connection therewith that are not shared with all providers of such financing, and without taking into account any fluctuations in the Adjusted LIBO Rate) of such secured term loan financing is less than the yield (as determined by the Administrative Agent on the same basis) of the Extended Term Loans or (ii) an Extended Term Loan Lender must assign its Extended Term Loans pursuant to Section 2.21 as a result of its failure to consent to an amendment that would reduce (as determined by the Administrative Agent) any of the interest rate margins (or other pricing-related terms) then in effect with respect to such Extended Term Loans, then in each case the aggregate principal amount so prepaid or assigned will be subject to a fee payable by the Borrower, in each case equal to 1.0% of the

principal amount thereof; *provided* that this Section 2.12(e) shall not apply to any prepayment of the Extended Term Loans upon the occurrence of a Change in Control.”

(g) Section 5.04(c) (Financial Statements, Reports, etc.) of the Credit Agreement is hereby amended as follows:

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

(ii) by inserting the following immediately following the words “in excess of \$10,000,000” in such section:

“and (iv) setting forth computations in reasonable detail satisfactory to the Administrative Agent of the Secured Leverage Ratio”.

(h) Section 6.04(h) (Investments) of the Credit Agreement is hereby amended by replacing the words “the Leverage Ratio Condition would be satisfied” in clause (iii)(B)(1) of the proviso to such section with the words “the Borrower would be in compliance with the covenant set forth in Section 6.13 on the last day of the most recently ended fiscal quarter for which financial statements have been or were required to be delivered, after giving pro forma effect to such transaction and to any other event occurring after such period as to which pro forma recalculation is appropriate (including any other transaction described in this Section 6.04(h) occurring after such period) as if such transaction had occurred as of the first day of such period”.

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

(i) by amending and restating clause (v) of such section in its entirety to read as follows:

“(v) in addition to Restricted Payments permitted by clauses (i) through (iv) above, so long as no Event of Default or Default shall have occurred and be continuing or would result therefrom, the Borrower may make other Restricted Payments, and Parent may make Restricted Payments, in an aggregate amount from and after the Amendment No. 2 Effective Date not to exceed \$150,000,000 less the amount of payments made from and after the Amendment No. 2 Effective Date pursuant to Section 6.09(b)(i);”;

(ii) by amending clause (vii) of such section to (x) replace “3.0 to 1.0” with “3.5 to 1.0” and (y) delete the word “and” at the end of such clause;

(iii) by amending clause (viii) of such section to replace the period at the end of such section with “; and”; and

(iv) by inserting the following as a new clause (ix) in such section:

“(ix) so long as no Event of Default or Default shall have occurred and be continuing or would result therefrom, the Borrower may make other Restricted Payments, and Parent may make Restricted Payments, in an aggregate amount not to exceed \$25,000,000 in any fiscal year, beginning with the fiscal year ending December 31, 2013.”.

(j) Section 6.09 (Other Indebtedness) of the Credit Agreement is hereby amended by replacing clause (i) of the proviso to Section 6.09(b) in its entirety with “(i) from and after the Amendment No. 2 Effective Date, Senior Notes and subordinated Indebtedness for an aggregate price not in excess of (A) \$150,000,000 less (B) the amount of Restricted Payments made from and after the Amendment No. 2 Effective Date pursuant to clause (v) of Section 6.06(a)”.

(k) Section 6.12 (Interest Coverage Ratio) of the Credit Agreement is hereby amended as follows:

- (i) by deleting the period “October 1, 2011 through September 30, 2013” and the corresponding ratio “2.25 to 1.00”; and
- (ii) by replacing the ratio “2.50 to 1.00” which corresponds to the period labeled “Thereafter” with “2.25 to 1.00”.

(l) Section 6.13 (Maximum Leverage Ratio) of the Credit Agreement is hereby amended as follows:

- (i) by replacing the period “October 1, 2011 through September 30, 2013” with the period “October 1, 2011 through December 31, 2014”;
- and
- (ii) by replacing the ratio “5.00 to 1.00” which corresponds to the period labeled “Thereafter” with “5.25 to 1.00”.

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 payment from the Borrower, for the account of each Non-Extended Funded Term Loan Lender and 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 12:00 p.m., noon, New York City time, on November 20, 2012, an amendment fee in an amount equal to 0.20% of the aggregate outstanding principal amount of such Lender's Non-Extended Funded Term Loans and Extended Term Loans, as the case may be, in each case 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.

(c) 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.

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 December 31, 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.

[Remainder of page intentionally left blank]

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. 2 TO
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

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. 2 to
Credit Agreement of CHS/Community Health Systems, Inc.]

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

by

/s/ Andrea S. Chen

Name: Andrea S. Chen

Title: Director

[Signature Page to Amendment No. 2 to
Credit Agreement of CHS/Community Health Systems, Inc.]

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. 2 to
Credit Agreement of CHS/Community Health Systems, Inc.]

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. 2 to
Credit Agreement of CHS/Community Health Systems, Inc.]

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. 2 to
Credit Agreement of CHS/Community Health Systems, Inc.]

Northampton Hospital Company, LLC
Northwest Arkansas Hospitals, 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. 2 to
Credit Agreement of CHS/Community Health Systems, Inc.]

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. 2 to
Credit Agreement of CHS/Community Health Systems, Inc.]

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
York Pennsylvania Holdings, LLC
York Pennsylvania Hospital Company, LLC
Youngstown Ohio Hospital Company, LLC

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

[Signature Page to Amendment No. 2 to
Credit Agreement of CHS/Community Health Systems, Inc.]

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

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Credit Agreement of CHS/Community Health Systems, Inc.]

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. 2 to
Credit Agreement of CHS/Community Health Systems, Inc.]

LENDER SIGNATURE PAGE TO
AMENDMENT NO. 2
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. 2 to
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]



**COMMUNITY HEALTH SYSTEMS, INC. FINALIZES
AMENDMENT OF ITS CREDIT FACILITIES**

FRANKLIN, Tenn. (November 21, 2012) – Community Health Systems, Inc. (the “Company”) (NYSE:CYH) today announced that the Company and its wholly-owned subsidiary, CHS/Community Health Systems, Inc., have received the requisite lender consents for the proposed amendment (the “Amendment”) 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 the Company to make investments and restricted payments and incur debt related to acquisitions, and amends certain other terms of the Credit Agreement, including the maximum leverage ratio and interest coverage ratio financial covenant levels. The pricing of the Loans under the Credit Agreement will remain unchanged. A one year 1% prepayment premium payable in connection with a repricing of the extended term loans due 2017 was added. The Amendment is expected to become effective November 26, 2012.

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

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