

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON D.C. 20549**

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

COMMUNITY HEALTH SYSTEMS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

13-3893191
(I.R.S. Employer
Identification Number)

CHS/COMMUNITY HEALTH SYSTEMS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

76-0137985
(I.R.S. Employer
Identification Number)

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

**CHS/Community Health Systems, Inc. Deferred Compensation Plan
CHS NQDCP**
(Full title of the plans)

**Rachel A. Seifert
Senior Vice President, Secretary and General Counsel
4000 Meridian Boulevard
Franklin, TN 37067
(615) 465-7349**

(Name, address, and telephone number of agent for service)

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price (1)	Amount of Registration Fee
Deferred Compensation Obligations (2)	\$ 10,000,000	100%	\$ 10,000,000	\$ 558
Deferred Compensation Obligations (3)	\$ 50,000,000	100%	\$ 50,000,000	\$ 2,790
Deferred Compensation Obligations (Total)	\$ 60,000,000	100%	\$ 60,000,000	\$ 3,348

- (1) Estimated solely for the purpose of determining the registration fee pursuant to Rule 457 (h) of the Securities Act.
- (2) Deferred compensation obligations under the CHS/Community Health Systems, Inc. Deferred Compensation Plan (the “Deferred Compensation Plan”) to pay deferred compensation in the future in accordance with the terms of such plan.
- (3) Deferred compensation obligations under the CHS NQDCP (the “NQDCP”) to pay deferred compensation in the future in accordance with the terms of such plan.

EXPLANATORY NOTE

The purpose of this Registration Statement is to register \$60,000,000 of deferred compensation obligations under the Deferred Compensation Plan and the NQDCP, in the aggregate, to pay deferred compensation in the future in accordance with the terms of such plans.

References to “us,” “our,” “we,” “the Company” and “the Registrants” shall mean Community Health Systems, Inc., a Delaware corporation and its wholly-owned subsidiary CHS/Community Health Systems, Inc., a Delaware corporation, unless the context otherwise requires. “Community Health” refers to Community Health Systems, Inc. and “CHS” refers to CHS/Community Health Systems, Inc.

PART I

The documents containing the information specified in Part I of Form S-8 will be sent or given to plan participants as specified in Rule 428(b)(1) promulgated by the U.S. Securities and Exchange Commission (the “SEC”) under the Securities Act. Such documents need not be filed with the SEC either as part of this Registration Statement or as prospectuses or prospectus supplementals pursuant to Rule 424. These documents and the documents incorporated by reference into this Registration Statement pursuant to Item 3 of Part II of this Registration Statement constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THIS REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The SEC allows us to “incorporate by reference” information into this Registration Statement, which means that we can disclose important information to you by referring you to another document filed separately with the SEC. The information incorporated by reference is considered to be part of this Registration Statement, and later information that we file with the SEC will automatically update this Registration Statement. We incorporate by reference:

- (a) Our Annual Report filed on Form 10-K for the year ended December 31, 2008, filed on February 27, 2009, which contains the Registrant’s audited consolidated financial statements for the fiscal year ended December 31, 2008;
- (b) Our Quarterly Reports on Form 10-Q filed on April 29, 2009, July 31, 2009 and October 30, 2009 for the periods ended March 31, 2009, June 30, 2009 and September 30, 2009, respectively; and
- (c) Our Current Reports on Form 8-K filed on February 27, 2009, May 11, 2009 and May 21, 2009.

In addition, any future filings made by us with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act of 1934 (the “Exchange Act”), prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents.

Effective January 1, 2009, the Company adopted a newly effective accounting standard relating to noncontrolling interests in consolidated financial statements, as described more fully in our 2009 unaudited interim consolidated financial statements, as previously issued. The adoption of this new standard did not have a material impact on our financial condition, results of operations or cash flows. However, it did impact the presentation and disclosure of noncontrolling (minority) interests in our consolidated financial statements. As a result of the retrospective presentation and disclosure requirements of the standard, the Company will be required to reflect the change in presentation and disclosure for all periods presented in future filings.

The principal effect on the prior year consolidated balance sheets is summarized as follows (in thousands):

Consolidated Balance Sheets	December 31,	
	2008	2007
Equity, as previously reported	\$ 1,672,865	\$ 1,710,804
Adjustments to noncontrolling interests for adoption of accounting standards	28,266	39,513
Equity, as adjusted	<u>\$ 1,701,131</u>	<u>\$ 1,750,317</u>

Additionally, adopting this standard had the effect of reclassifying earnings attributable to noncontrolling interest in the consolidated statement of income from minority interest in earnings used in deriving income from continuing operations to a separate caption titled net income attributable to noncontrolling interests. This newly captioned line item is presented as a reduction to net income to arrive at net income attributable to Community Health Systems, Inc. in the consolidated statement of income. Thus, as a result of adopting this new standard net income for the years ending December 31, 2008 and 2007 as presented in our Form 10-K for the year ending December 31, 2009 will increase by approximately \$40.1 million and \$15.2 million, respectively and net income attributable to Community Health Systems, Inc. will be equal to net income as previously reported prior to the adoption of this standard.

In addition, any future filings made by the Company with the SEC under sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this prospectus and to be part hereof from the date of filing of such documents.

Any statement contained in any document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained herein or in any other subsequently filed incorporated document modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

Any person, including any beneficial owner, to whom this prospectus is delivered may request copies of this prospectus and any of the documents incorporated by reference in this prospectus, without charge, by written or oral request directed to CHS Investor Relations, Community Health Systems Professional Services Corp., 4000 Meridian Boulevard, Franklin, TN, telephone (615) 465-7000, on the "Investor Relations" section of the CHS website at <http://www.chs.net/investor/index.htm> or from the SEC through the SEC's website at the address provided above. Documents incorporated by reference are available without charge, excluding any exhibits to those documents unless the exhibit is specifically incorporated by reference into those documents.

Item 4. Description of Securities

A. Obligations under the Deferred Compensation Plan

The securities offered under this Registration Statement include \$10,000,000 of deferred compensation obligations of CHS which may be offered pursuant to the Deferred Compensation Plan to certain members of management and other highly compensated employees of CHS' management subsidiary and certain other affiliates. The obligations are unfunded and unsecured obligations of CHS to pay deferred compensation in the future in accordance with the terms of the Deferred Compensation Plan. The obligations rank pari passu with the other unsecured indebtedness of CHS. Community Health guarantees the obligations of CHS under the Deferred Compensation Plan. CHS has entered into a trust arrangement in respect of the Deferred Compensation Plan, which trust holds money or other property delivered to the trustee for payment of benefits under the Deferred Compensation Plan. However, such arrangement does not, and is not intended to, change the status of the obligations as unsecured general obligations of CHS.

The amount of compensation deferred by participants is determined based on participant elections made in accordance with the provisions of the Deferred Compensation Plan. Under the Deferred Compensation Plan, participants may defer all or a portion of their annual base salary and bonus in any calendar year. Prior to 2009, CHS and/or its affiliates made certain contributions to participants' accounts. After 2008, no Company contributions will be made under the Deferred Compensation Plan. Participants are fully vested in their deferral contributions at all times. However, contributions made by CHS and/or its affiliates, if any, become vested ratably on the first, second, third, fourth and fifth completed years of service by a participant.

CHS' aggregate obligation under the Deferred Compensation Plan at any given time is equal to the sum of participants' aggregate account balances at such time. Participants' accounts increase or decrease based on the hypothetical investment of the account balances in one or more investment funds, and are credited and debited in accordance with the actual financial performance of such funds. Participants elect the investment funds in which their accounts are hypothetically invested. If a participant fails to make an election, the account will be deemed to be invested in a money market or similar fund. These investment funds are merely used as the basis for measuring the value of participants' accounts. CHS is not required to actually invest in any of these funds.

Participants are entitled to receive distribution of their vested accounts generally upon a termination of employment (including by reason of death). However, participants may elect to receive all or a portion of their accounts on a specified date or dates. Distributions may be made to participants in annual installments over five or ten years or in a lump sum based on participants' elections.

In the event of a Change In Control (as defined in the Plan, and which is defined differently in the Deferred Compensation Plan for amounts deferred before 2005 and for amounts deferred after 2004), all amounts in participants' accounts will be distributed in a lump sum no earlier than 10 days or later than 45 days after the Change in Control. Also, in the event of an unforeseeable emergency, participants may apply to have all or a portion of their vested accounts distributed to them. In these circumstances, CHS's retirement committee may distribute to participants an amount determined as reasonably necessary to satisfy the emergency need.

A participant's interest in his or her accounts under the Deferred Compensation Plan generally cannot be assigned, transferred, garnished, pledged or encumbered by the participant. CHS has reserved the right to amend or terminate the Deferred Compensation Plan at any time, provided that no such amendment or termination may adversely affect any benefits earned prior to the date of such amendment or termination.

B. Obligations under the NQDCP

The securities offered under this Registration Statement include \$50,000,000 of deferred compensation obligations of CHS which may be offered pursuant to the NQDCP to certain members of management and other highly compensated employees of CHS and its participating affiliates. The obligations are unfunded and unsecured obligations of CHS to pay deferred compensation in the future in accordance with the terms of the NQDCP. The obligations rank

pari passu with the other unsecured indebtedness of CHS. Community Health guarantees the obligations of CHS under the NQDCP. CHS has entered into a trust arrangement in respect of the NQDCP, which trust holds money or other property delivered to the trustee for payment of benefits under the NQDCP. However, such arrangement does not, and is not intended to, change the status of the obligations as unsecured general obligations of CHS.

The amount of compensation deferred by participants is determined based on participant elections made in accordance with the provisions of the NQDCP. Under the NQDCP, participants may defer up to 75% of their annual base salary and up to 100% their bonus in any calendar year. In addition to participant deferrals, CHS and/or its affiliates may make discretionary contributions to participants' accounts for any year. Participants are fully vested in their deferral contributions at all times. However, employer discretionary credits made by CHS and/or its affiliates, if any, become vested once participants have completed three years of service (or, if earlier, upon death or reaching age 65 or reaching age 55 with 10 years of service). Other employer credits vest as indicated by the employer prior to the time of contribution.

CHS' aggregate obligation under the NQDCP at any given time is equal to the sum of participants' aggregate account balances at such time. Participants' accounts increase or decrease based on the hypothetical investment of the account balances in one or more investment funds, and are credited and debited in accordance with the actual financial performance of such funds. Participants elect the investment funds in which their accounts are hypothetically invested. If a participant fails to make an election, CHS's retirement committee determines the investment allocation of such participant's accounts. These investment funds are merely used as the basis for measuring the value of participants' accounts. CHS is not required to actually invest in any of these funds.

Participants are entitled to receive distribution of their vested accounts generally upon a termination of employment (including by reason of death). However, participants may elect to receive all or a portion of their accounts on a specified date or dates. Distributions generally will be made in a lump sum. However, participants may elect to receive distributions in a lump sum or in installments over a term not to exceed 15 years, in the case of a separation from service occurring after participants reach age of 65, or reach age 55 with 10 years of service. Also, in the event of an unforeseeable emergency, participants may apply to CHS' retirement committee to have all or a portion of their vested accounts distributed to them.

A participant's interest in his or her accounts under the NQDCP generally cannot be assigned, transferred, garnished, pledged or encumbered by the participant. CHS has reserved the right to amend or terminate the NQDCP at any time, provided that no amendment may reduce the balance in any participant's account and upon the termination of the NQDCP, all benefits under the NQDCP may be distributed to participants as provided in the plan.

Item 5. Interests of Named Experts and Counsel

The validity of the issuance of Deferred Compensation Obligations offered by the Registration Statement will be passed upon for the Registrant by Rachel A. Seifert, Senior Vice President, General Counsel and Secretary of the Registrant. As of September 30, 2009, Ms. Seifert owned 92,111 shares (of which 57,001 shares are subject to time vesting restrictions) of Common Stock, and held stock options to purchase 160,000 shares of Common Stock of the Registrant. Ms. Seifert also participates in the Deferred Compensation Plan and may be entitled to benefits under that plan.

Item 6. Indemnification of Directors and Officers

A. Community Health Systems, Inc.

Section 145 of the Delaware General Corporation Law provides that a corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was a director, officer, employee or agent of such corporation, or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of such corporation, and, with respect to any criminal actions and proceedings, had no reasonable cause to believe that his conduct was unlawful. A Delaware corporation may indemnify any person, including an officer or director, who was or is, or is threatened to be made, a party to any threatened, pending or contemplated action or suit by or in the right of such corporation, under the same conditions, except that such indemnification is limited to expenses (including attorneys' fees) actually and reasonably incurred by such person, and except that no indemnification is permitted without judicial approval if such person is adjudged to be liable to such corporation. Where an officer or director of a corporation is successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to above, or any claim, issue or matter therein, the corporation must indemnify that person against the expenses (including attorneys' fees) which such officer or director actually and reasonably incurred in connection therewith.

The Restated Certificate of Incorporation of Community Health Systems, Inc. ("Community Health") provides that its directors shall not be personally liable to Community Health or its stockholders for monetary damages for breach of fiduciary duties as a director except to the extent otherwise required by Delaware law. The Restated Certificate of Incorporation and Restated By-Laws provide that the directors and officers of Community Health shall be indemnified to the fullest extent authorized by Delaware law, as it now exists or may in the future be amended, against all expenses and liabilities reasonably incurred in connection with service for or on behalf of Community Health, except with respect to any matter that such director or officer has been adjudicated not to have acted in good faith or in the reasonable belief that his action was in the best interests of Community Health.

Community Health has entered into agreements to indemnify its directors and officers in addition to the indemnification provided for in the Restated Certificate of Incorporation and Restated By-Laws. These agreements, among other things, indemnify directors and officers of Community Health to the fullest extent permitted by Delaware law for certain expenses (including attorneys' fees), liabilities, judgments, fines and settlement amounts incurred by such person arising out of or in connection with such person's service as a director or officer of Community Health or an affiliate of Community Health.

Policies of insurance are maintained by Community Health under which its directors and officers are insured, within the limits and subject to the limitations of the policies, against certain expenses in connection with the defense of, and certain liabilities which might be imposed as a result of, actions, suits or proceedings to which they are parties by reason of being or having been such directors or officers.

B. CHS/Community Health Systems, Inc.

CHS/Community Health Systems, Inc.'s Restated Certificate of Incorporation provides that its directors shall not be personally liable to it or its stockholders for monetary damages for breach of fiduciary duties as a director except to the extent otherwise required by Delaware law. The By-laws of

CHS/Community Health Systems, Inc. provide for the indemnification of all current and former directors and officers to the fullest extent permitted by Delaware law.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

<u>Exhibit No.</u>	<u>Description of Exhibit</u>
4.1*	CHS/Community Health Systems, Inc. Deferred Compensation Plan, effective as of January 1, 2008.
4.2*	CHS NQDCP, effective as of September 1, 2009.
4.3*	CHS NQDCP Adoption Agreement, executed as of August 11, 2009.
4.4*	Guarantee, dated December 9, 2009, made by Community Health in favor of CHS with respect to CHS' payment obligations under the Deferred Compensation Plan and the NQDCP.
5.1*	Opinion of Rachel A. Seifert.
23.1	Consent of Rachel A. Seifert (included in Exhibit 5.1).
23.2*	Consent of Deloitte & Touche LLP.

* filed herewith

Item 9. Undertakings

(a) The undersigned Registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

provided, however, that the undertakings set forth in paragraphs (a)(1)(i) and (a)(1)(ii) of this section do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the SEC by the Registrants pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrants hereby undertake that, for purposes of determining any liability under the Securities Act, each filing of our annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of those securities at that time will be deemed to be the initial bona fide offering.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrants pursuant to the provisions described in Item 6 of this Registration Statement, or otherwise, the Registrants have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrants of expenses incurred or paid a director, officer or controlling person of the Registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether indemnification is against public policy as expressed in the Act and will be governed by the final adjudication of the issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, CHS/Community Health Systems, Inc. certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Franklin, State of Tennessee, on December 11, 2009.

Community Health Systems, Inc. (Registrant)

By: /s/ Wayne T. Smith

Name: Wayne T. Smith

Title: Chairman of the Board, President and Chief Executive Officer

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ Wayne T. Smith</u> Wayne T. Smith	Chairman of the Board, President and Chief Executive Officer (principal executive officer)	December 11, 2009
<u>/s/ W. Larry Cash</u> W. Larry Cash	Executive Vice President, Chief Financial Officer and Director (principal financial officer)	December 11, 2009
<u>/s/ T. Mark Buford</u> T. Mark Buford	Vice President and Chief Accounting Officer (principal accounting officer)	December 11, 2009
<u>/s/ John A. Clerico</u> John A. Clerico	Director	December 11, 2009
<u>/s/ John A. Fry</u> John A. Fry	Director	December 11, 2009
<u>/s/ Harvey Klein, M.D.</u> Harvey Klein, M.D.	Director	December 11, 2009
<u>/s/ Julia B. North</u> Julia B. North	Director	December 11, 2009
<u>/s/ H. Mitchell Watson, Jr.</u> H. Mitchell Watson, Jr.	Director	December 11, 2009

Constituting a majority of the Board of Directors of Community Health Systems, Inc.

INDEX TO EXHIBITS

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5.1*	Opinion of Rachel A. Seifert.
23.1	Consent of Rachel A. Seifert (included in Exhibit 5.1).
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* filed herewith

CHS/COMMUNITY HEALTH SYSTEMS, INC.

DEFERRED COMPENSATION PLAN

January 1, 2008

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**CHS/COMMUNITY HEALTH SYSTEMS, INC.
DEFERRED COMPENSATION PLAN**

WITNESSETH:

WHEREAS, CHS/Community Health Systems, Inc. (the "Company") has previously established and currently maintains the CHS/Community Health Systems, Inc. Deferred Compensation Plan (the "Plan"); and

WHEREAS, the Company has previously amended and restated the Plan in order to establish a deferred compensation arrangement under the Plan for deferrals made on or after January 1, 2005, in compliance with Internal Revenue Code Section 409A and the guidance related thereto; and

WHEREAS, the Company wishes to amend and restate the Plan to incorporate required provisions for compliance with Code Section 409A and the final Treasury regulations promulgated thereunder and to make certain other changes;

NOW, THEREFORE, the Plan is hereby amended and restated, effective as of January 1, 2008, except as otherwise provided herein, as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

1.1 Definitions. Where the following words and phrases appear in the Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary:

(1) Account: An account shall be established for a Member that is credited with amounts determined pursuant to Sections 4.1 and 4.2 of the Plan. As of any Determination Date, a Member's benefit under the Plan shall be equal to the amount credited to his Account as of such date. If a Member has made an election to defer a portion of his Compensation until a specified date pursuant to Section 3.4, the account described herein shall consist of such subaccounts as are necessary to segregate such deferral from the other amounts deferred by the Member.

(2) Affiliate: Any subsidiary of Community Health Systems, Inc., the corporate parent of the Company.

(3) Bonus: A bonus paid by the Company or an Affiliate to a Member for services rendered or labor performed while a Member during a Plan Year other than an Incentive Compensation Bonus.

(4) Bonuses: A Bonus or an Incentive Compensation Bonus.

(5) Change in Control: The occurrence of any of the following events, but only to the extent such event would constitute a change in the ownership or effective control of CHS, or in the ownership of a substantial portion of the assets of CHS, as set

forth in Code Section 409A(a)(2)(A)(v) and defined in regulations promulgated by the U.S. Department of Treasury thereunder:

(a) An acquisition (other than directly from CHS) of any voting securities of CHS (“Voting Securities”) by any Person (as the term person is used for purposes of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended (“Exchange Act”)) immediately after which such Person has Beneficial Ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% of the then-outstanding shares of Common Stock of CHS (“Shares”) or the combined voting power of CHS’ then-outstanding Voting Securities; provided, however, in determining whether a Change in Control has occurred pursuant to this Section 2.1(f)(1), Shares or Voting Securities which are acquired in a Non-Control Acquisition (as hereinafter defined) shall not constitute an acquisition that would cause a Change in Control. A “Non-Control Acquisition” shall mean an acquisition by (i) an employee benefit plan (or a trust forming a part thereof) maintained by the Company or any Subsidiary, (ii) CHS or any Subsidiary, or (iii) any Person in connection with a Non-Control Transaction (as hereinafter defined);

(b) The individuals who, as of the date hereof, are members of the Board of CHS (“Incumbent Board”), cease for any reason to constitute at least a majority of the members of the Board of CHS or, following a Merger (as hereinafter defined) that results in CHS having a Parent Corporation (as hereinafter defined), the board of directors of the ultimate Parent Corporation; provided, however, that if the election, or nomination for election, by the CHS common stockholders, of any new director was approved by a vote of at least two-thirds of the Incumbent Board of CHS, such new director shall, for purposes of the Plan, be considered as a member of the Incumbent Board of CHS; provided further, however, that no individual shall be considered a member of the Incumbent Board of CHS if such individual initially assumed office as a result of either an actual or threatened Election Contest (as described in Rule 14a-11 promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board of CHS (“Proxy Contest”), including by reason of any agreement intended to avoid or settle an Election Contest or Proxy Contest; or

(c) The consummation of:

(1) A merger, consolidation or reorganization with or into the Company or in which securities of the Company are issued (“Merger”), unless such Merger, is a Non-Control Transaction. A Non-Control Transaction shall mean a Merger where:

(A) the stockholders of CHS immediately before such Merger own, directly or indirectly, immediately following such Merger, at least 50% of the combined voting power of the outstanding voting securities of (x) the corporation resulting from such Merger (“Surviving Corporation”), if 50% or more of the combined voting power of the then outstanding voting securities of the Surviving Corporation is not Beneficially Owned, directly

or indirectly, by another Person (“Parent Corporation”), or (y) if there are one or more Parent Corporations, the ultimate Parent Corporation; and

(B) the individuals who were members of the Incumbent Board of CHS immediately prior to the execution of the agreement providing for such Merger, constitute at least a majority of the members of the board of directors of (x) the Surviving Corporation, if there is no Parent Corporation, or (y) if there are one or more Parent Corporations, the ultimate Parent Corporation.

(2) A complete liquidation or dissolution of CHS; or

(3) The sale or other disposition of all, or substantially all, of the assets of CHS to any Person (other than a transfer to a Subsidiary or under conditions that would constitute a Non-Control Transaction with the disposition of assets being regarded as a Merger for this purpose or the distribution to the CHS’ stockholders of the stock of a Subsidiary or any other assets).

Notwithstanding the foregoing, a Change in Control shall not be deemed to occur solely because any Person (“Subject Person”) acquired Beneficial Ownership of more than the permitted amount of the then-outstanding Shares or Voting Securities as a result of the acquisition of Shares or Voting Securities by CHS which, by reducing the number of Shares or Voting Securities then-outstanding, increases the proportional number of shares Beneficially Owned by the Subject Person, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of Shares or Voting Securities by CHS, and after such share acquisition by CHS the Subject Person becomes the Beneficial Owner of any additional Shares or Voting Securities which increases the percentage of the then-outstanding Shares or Voting Securities Beneficially Owned by the Subject Person, then a Change in Control shall occur.

(6) CHS: Community Health Systems, Inc., a Delaware corporation.

(7) Code: The Internal Revenue Code of 1986, as amended.

(8) Committee: The administrative committee appointed by the Company to administer the Plan, if any, which committee shall consist of the same persons designated by the Company pursuant to the terms of the Retirement Plan to act on behalf of the Company.

(9) Company: CHS/Community Health Systems, Inc.

(10) Company Matching Contributions: Contributions made to the Retirement Plan by the Company or an Affiliate on a Member’s behalf pursuant to Section 4.1(b) of the Retirement Plan or otherwise as provided for therein.

(11) Compensation: The total base salary paid by the Company or an Affiliate during the Plan Year to or for the benefit of a Member for services rendered or labor performed while a Member as determined by the Company in its sole discretion.

- (12) Contributing Member: A Member who, for a Plan Year, made a deferral election pursuant to Section 3.2, Section 3.3 and/or Section 3.4.
- (13) Determination Date. The last day of the Plan Year, or such other dates as established by the plan administrator.
- (14) ERISA: Employee Retirement Income Security Act of 1974, as amended.
- (15) Incentive Compensation Bonus: Performance-based compensation, as such term is defined under Code Section 409A and the regulations promulgated thereunder, paid by the Company or an Affiliate to a Member for services rendered or labor performed while a Member during the entire Plan Year.
- (16) Investment(s): Any investment fund(s) offered through the Trustee or its affiliates.
- (17) Investment Gains or Losses: Actual gains or losses realized from investments applied to a Member's Account as of each Determination Date pursuant to Section 4.1 of the Plan, after deducting applicable investment-related costs and expenses, if any. For the Determination Date, such Member's Account may be reduced or increased for an amount equal to the Federal or state income taxes that the Company is required to pay or expects to realize in relation to such investment(s)' taxable gain or loss realized during such year.
- (18) Limitations: Benefit limitations imposed on the Retirement Plan under the Employee Retirement Income Security Act of 1974, as amended, and under sections 401(a)(17), 401(k)(3), 401(m)(2), 402(g) and 415 of the Internal Revenue Code of 1986, as amended.
- (19) Member: Any employee of the Company or an Affiliate who has been designated by the Committee as a Member of the Plan until such employee ceases to be a Member in accordance with Section 3.1 of the Plan.
- (20) Plan: CHS/Community Health Systems, Inc. Deferred Compensation Plan, as amended from time to time.
- (21) Plan Year: The twelve-consecutive month period commencing January 1 and ending December 31 of each year.
- (22) Retirement Plan: Community Health Systems, Inc. 401(k) Plan.
- (23) Separation from Service: The termination of employment with the Company, as set forth in Code Section 409A(a)(2)(A)(i) and defined in regulations promulgated by the U.S. Department of Treasury thereunder, provided that no separation from service shall occur while a Member is on military leave, sick leave, or other bona fide leave of absence not extending beyond six months, or, if longer, so long as the Member's right to reemployment is provided either by statute or by contract. If a period of leave exceeds six months and the Member's right to reemployment is not provided

either by statute or contract, for the purposes of the Plan, the employment relationship is deemed to terminate on the first date immediately following such six-month period; provided, however, that that a Member shall not be deemed to have Separated from Service on account of a leave of absence until the first date immediately following the end of a 29-month period of leave (if the employment relationship is not terminated sooner) where such leave is due to any medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than six months and where such impairment causes the Member to be unable to perform the duties of his or her position of employment or any substantially similar position of employment.

(24) Specified Employee: A key employee, as defined in Code Section 416(i) without regard to Section 416(i)(5), of an employer any stock of which is publicly traded on an established securities market or otherwise. The identification date for determining a key employee shall be December 31. For the purposes of this definition, the term employer shall refer to the entity for whom the services are performed by the Specified Employee and with respect to whom the legally binding right to compensation arises together with and all entities with whom such entity would be considered a single employer under Code Section 414(b) or Code Section 414(c).

(25) SSP: CHS 401(k) Supplemental Savings Plan.

(26) Trust Agreement: The agreement entered into between the Company and the Trustee establishing a trust to hold and invest contributions made by the Company under the Plan and from which all or a portion of the amounts payable under the Plan to Members and their beneficiaries will be distributed.

(27) Trust Assets: All assets held by the Trustee under the Trust Agreement.

(28) Trustee: The trustee or trustees qualified and acting under the Trust Agreement at any time.

1.2 Number and Gender. Wherever appropriate herein, words used in the singular shall be considered to include the plural and the plural to include the singular. Wherever appropriate herein, the masculine gender, where appearing in this Plan, shall be deemed to include the feminine gender and vice versa.

1.3 Headings. The headings of Articles and Sections herein are included solely for convenience, and, if there is any conflict between such headings and the text of the Plan, the text shall control.

ARTICLE II

ADMINISTRATION

The Plan shall be administered by the Committee, which shall be authorized, subject to the provisions of the Plan, to establish rules and regulations and make such interpretations and determinations as it may deem necessary or advisable for the proper administration of the Plan

and all such rules, regulations, interpretations, and determinations shall be binding on all Plan Members and their beneficiaries. The Committee shall be composed of not less than three individuals. Each member of the Committee shall serve until he resigns or is removed by the Company. Upon the resignation or removal of a member of the Committee, the Company shall appoint a substitute member. No member of the Committee shall have any right to vote or decide upon any matter relating solely to himself under the Plan or to vote in any case in which his individual right to claim any benefit under the Plan is particularly involved. In any case in which a Committee member is so disqualified to act, and the remaining members cannot agree, the Company shall appoint a temporary substitute member to exercise all the powers of the disqualified member concerning the matter in which he is disqualified. All expenses incurred in connection with the administration of the Plan shall be borne by the Company.

ARTICLE III

PARTICIPATION

3.1 Eligibility. Any employee of the Company or an Affiliate shall become a Member upon designation by the Committee. Once an employee has been designated as a Member, he shall automatically continue to be a Member until he ceases to be an employee of the Company or an Affiliate or is removed as a Member by the Committee. Notwithstanding the preceding provisions of this Section 3.1, participation in this Plan shall at all times be limited to a selected group of management or highly compensated employees of the Company and its Affiliates.

3.2 Compensation Deferral Election. Any Member may elect to defer receipt of a whole percentage or amount of his Compensation during a Plan Year under the Plan. A Member's election to defer receipt of Compensation shall be made prior to the beginning of such Plan Year and shall be irrevocable for such Plan Year. The reduction in a Member's Compensation pursuant to his election shall be effected by Compensation reductions each payroll period within the Plan Year. For new Members, the election shall be made within thirty (30) days of becoming eligible.

3.3 Bonus Deferral Election. Any Member may elect to defer receipt of a whole percentage or amount of his Bonus or Incentive Compensation Bonus for any Plan Year under the Plan. A Member's election to defer receipt of any Bonus shall be made prior to the beginning of such Plan Year and shall be irrevocable for such Plan Year. A Member's election to defer receipt of any Incentive Compensation Bonus for any Plan Year shall be made at least six months prior to the end of the Plan Year. The election to defer receipt of such whole percentage of a Member's Bonus or Incentive Compensation Bonus pursuant to the deferral election above shall be effected by a reduction in the amount of the Bonus or Incentive Compensation Bonus to which such deferral election relates.

3.4 Targeted Deferral Election. Subject to the rules in Section 3.2, any Member may elect to defer receipt of a whole percentage or amount of any portion of the Member's Compensation until a specific future date by executing a deferral form designed for such purpose as specified by the Committee. Upon the occurrence of any such date specified by a Member in such an election form, the deferred amount, without the Investment(s) Gains or Losses

attributable thereto, shall be distributed to the Member. Until so distributed, such deferral amounts shall continue to be a part of the Member's Account.

3.5 Investment Request. A Member may request the Committee to invest or change the investment of all or a portion of his Account in any Investments. A Member may make such request at any time, provided that the Committee shall only be obligated to direct the Trustee to make such Investment or change such Investment as soon as reasonably practicable and within the guidelines and requirements established by the Trustee for the investment of funds held in the Account. A Member who does not request the Committee to invest any portion of his Account shall have the funds held in such Account in a money market or similar fund.

ARTICLE IV

BENEFITS

4.1 Deferral Contributions. As of the last day of each payroll period of each Plan Year, a Member's Account shall be credited with an amount equal to the Compensation deferred under the Plan pursuant to an election by the Member as described in Article III for such payroll period. As of the last day of the payroll period in which Bonuses are paid, a Member's Account shall be credited with an amount equal to the Bonuses deferred under the Plan pursuant to an election by the Member as described in Article III.

4.2 Matching Contributions. As of the last day of each Plan Year, or, if later, the date on which the Company Matching Contributions are made under the Retirement Plan for any such Plan Year, the Member's Account of each Contributing Member during such Plan Year who remains employed by the Company on such date shall be credited with an amount equal to the following:

(1) the Company Matching Contributions to which such Contributing Member would have been entitled under the Retirement Plan taking into account both (i) the salary deferrals made by such Contributing Member to the Retirement Plan for the Plan Year, and (ii) the deferrals made by such Contributing Member under this Plan pursuant to Sections 3.2, 3.3, or 3.4 for the same Plan Year (up to a combined maximum of six percent (6.00%) of such Contributing Member's Compensation assuming that none of the Limitations were imposed); minus

(2) the Company Matching Contributions, if any, actually made on behalf of such Contributing Member under the Retirement Plan for such Plan Year; minus

(3) the Company contributions, if any, to accounts actually made on behalf of such Contributing Member under the SSP for such Plan Year.

In addition, if (i) the total of such Contributing Member's salary deferrals under the Retirement Plan (as adjusted after application of the Limitations) and deferrals pursuant to the SSP and Sections 3.2, 3.3 or 3.4 under this Plan is less than 6.00% of such Contributing Member's Compensation for a Plan Year; and (ii) the Contributing Member elects to increase his or her deferrals under this Plan by all or any portion of any salary deferrals to the Retirement Plan that are returned to the Contributing Member as a result of the application of the Limitations within

120 days after receipt of such returned salary deferrals, even if such increased deferrals are made in the next Plan Year, such increased deferrals shall also be taken into account in subparagraph (i) above until the total of the Contributing Member's salary deferrals under the Retirement Plan, SSP, and deferrals under this Plan for the Plan Year equals 6.00% of the Contributing Member's Compensation.

Effective as of January 1, 2009, no additional amounts shall be credited to a Contributing Member's Account pursuant to this Section 4.2.

ARTICLE V

VESTING

All amounts credited to a Member's Account shall be fully vested and not subject to forfeiture for any reason; provided, however, the amounts credited to a Member's Account pursuant to Section 4.2, including any Investment Gains or Losses allocable to such credits, shall be subject to the same vesting schedule as that set forth in the Retirement Plan. Notwithstanding the preceding sentence, the benefits payable to each Member hereunder constitute an unfunded, unsecured obligation of the Company, and the assets held by the Company and the Trustee remain subject to the claims of the Company's creditors.

ARTICLE VI

TRUST

The Company may, from time to time and in its sole discretion, pay and deliver money or other property to the Trustee for the payment of benefits under the Plan. Notwithstanding any provision in the Plan to the contrary, distributions due under the Plan to or on behalf of Members shall be made by the Trustee in accordance with the terms of the Trust Agreement and the Plan; provided, however, that the Company shall remain obligated to pay all amounts due to such persons under the Plan. To the extent that Trust Assets are not sufficient to pay any amounts due under the Plan to or on behalf of the Members when such amounts are due, the Company shall pay such amounts directly. Nothing in the Plan or the Trust Agreement shall relieve the Company of its obligation to make the distributions required in Article VII hereof except to the extent that such obligation is satisfied by the application of funds held by the Trustee under the Trust Agreement. Any recipient of benefits hereunder shall have no security or other interest in Trust Assets. Any and all Trust Assets shall remain subject to the claims of the general creditors of the Company, present and future, and no payment shall be made under the Plan unless the Company is then solvent. Should an inconsistency or conflict exist between the specific terms of the Plan and those of the Trust Agreement, then the relevant terms of the Trust Agreement shall govern and control.

ARTICLE VII

PAYMENT OF BENEFITS

7.1 Separation from Service. Upon a Member's Separation from Service with the Company or an Affiliate for any reason, the amount credited to such Member's Account as of the

Determination Date immediately preceding such Member's Separation from Service, adjusted for any amount deferred and Investment Gains or Losses realized from such Determination Date to the date of the Member's Separation from Service, shall be distributed to such Member or, if the Member's Separation from Service is on account of death, to the Member's beneficiary as determined pursuant to Section 7.2 below.

7.2 Death. Upon a Member's death, the amount credited to such Member's Account as of the Determination Date immediately preceding the date of such Member's death, adjusted for any amount deferred and Investment Gains or Losses realized from such Determination Date to the date of the Member's death, shall be distributed to such Member's designated beneficiary. The Member, by written instrument filed with the Committee in such manner and form as the Committee may prescribe, may designate one or more beneficiaries to receive such payment. The beneficiary designation may be changed from time to time prior to the death of the Member. In the event that the Committee has no valid beneficiary designation on file, the amount credited to such Member's Account shall be distributed to the Member's surviving spouse, if any, or if the Member has no surviving spouse, to the executor or administrator of the Member's estate, as applicable.

7.3 Targeted Deferrals. If a Member has made one or more targeted deferrals pursuant to Section 3.4, upon the date specified in any election form used by the Member to make such election, the amount credited in the subaccount of the Member's Account which relates to such deferral as of the Determination Date immediately preceding such specified date shall be distributed to such Member. If some event takes place that would entitle a Member to a distribution under Sections 7.1 or 7.2 prior to such specified date, the amounts in such subaccount shall be distributed along with any other amounts in the Member's Account pursuant to Section 7.1 or 7.2.

7.4 Time of Payment. Payment of a Member's benefit hereunder shall be made as soon as administratively feasible following the date on which the Member or his beneficiary becomes entitled to such benefit pursuant to Sections 7.1, 7.2, or 7.3, but no earlier than 10 days thereafter and no later than 45 days thereafter, except for the Company Matching Contributions as provided herein. If a Member's Separation from Service or death or any other events that entitle the Member to a distribution occurs within the first four months of a year, the portion of the Company Matching Contributions for the preceding Plan Year that has been credited to a Member's Account shall be distributed to such Member no later than the earlier of (i) the date of which the calculation of such contributions has been finalized or (ii) May 1 of the year of termination of employment or death, or any other events which shall entitle the Member to a distribution. In all other events, the 10 days and 45 days limitation shall apply to the distribution of the Member's entire Account balance, unless expressly provided otherwise. Notwithstanding the foregoing, for a Specified Employee, distributions may not be made before the day immediately following the date that is six (6) months after the date of the Member's Separation from Service (or, if earlier, the date of death of the Member). Also, notwithstanding the foregoing, a Member may elect to delay the time of payment under the following conditions: (i) such election shall not take effect until at least 12 months after the date on which the election is made; (ii) with respect to a payment made upon Separation from Service, a targeted deferral, or as a result of a Change in Control, the first payment with respect to which such election is made be deferred for a period of not less than 5 years from the date such payment would otherwise

have been made; and (iii) any election related to a targeted deferral may not be made less than 12 months prior to the date of the first scheduled payment. Notwithstanding anything in this Section 7.4 to the contrary, an election relating to the time of payment may be made as permitted under Code Section 409A and applicable guidance of the Internal Revenue Service.

7.5 Form of Payment. For purposes of distributing all of a Member's Account, the form of any payment to a Member or his designated beneficiary shall be in a lump sum, paid in cash or by check; provided, however, if an election is made to delay the time of payment under Section 7.4, such payments shall be made, at the election of the Member, in a lump sum, in five (5) annual installments, or in ten (10) annual installments. Notwithstanding anything in this Section 7.5 to the contrary, an election relating to the form of payment may be made as permitted under Code Section 409A and applicable guidance of the Internal Revenue Service.

7.6 2008 Transitional Rule Election. By election made no later than December 31, 2008, a Member may elect to change the time or form of payment of a Member's Account and the election shall not be treated as a change in time or form of payment under Code Section 409A(a)(4) or an acceleration of payment under Code Section 409A(a)(3). Such election may apply only to amounts that would not otherwise be payable in 2008 and may not cause an amount to be paid in 2008 that would not otherwise be payable in 2008.

ARTICLE VIII

HARDSHIP DISTRIBUTIONS

Upon written application by a Member who has experienced an unforeseeable emergency, the Committee may distribute to such Member an amount not to exceed the lesser of the amount credited to such Member's Account or the amount determined by the Committee as being reasonably necessary to satisfy the emergency need (a "Hardship Distribution"). For purposes of this Article VIII, an unforeseeable emergency shall mean a severe financial hardship to the Member resulting from an illness or accident of the Member, the Member's spouse, or a dependent (as defined in Code Section 152(a)) of the Member, loss of the Member's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Member. The requirement for a Hardship Distribution is met only if, as determined under regulations of the Secretary of Treasury, the amounts distributed with respect to an emergency do not exceed the amounts necessary to satisfy such emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Member's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship).

ARTICLE IX

CHANGE IN CONTROL

Notwithstanding any provision of the Plan to the contrary, in the event of a Change in Control, the amount credited to such Member's Account as of the Determination Date

immediately preceding such Change in Control, adjusted for any amount deferred and Investment Gains or Losses realized from such Determination Date to the date of the Change in Control, shall be distributed to such Member in a single lump sum payment as soon as administratively feasible, but no earlier than 10 days thereafter and no later than 45 days after the date of the Change in Control.

ARTICLE X

NATURE OF THE PLAN

The Plan shall constitute an unfunded, unsecured obligation of the Company to make cash payments in accordance with the provisions of the Plan. The Plan is not intended to meet the qualification requirements of section 401 of the Internal Revenue Code of 1986, as amended. The Company in its sole discretion may set aside such amounts for the payment of Accounts as the Company may from time to time determine. Neither the establishment of the Plan, the operation thereof, nor the setting aside of any amounts shall be deemed to create a funding arrangement. No Member shall have any security or other interest in any such amounts set aside or any other assets of the Company.

The arrangement provided for in this January 1, 2008, amendment of the Plan shall apply only with respect to amounts deferred after December 31, 2004. For amounts deferred before January 1, 2005, such deferrals shall be governed by the arrangement in place prior to the January 1, 2005, amendment of the Plan, as set forth in Exhibit A. No provision of this document is intended to be and shall not be a material modification of the arrangement in place as of October 3, 2004. To the extent any term of this document constitutes a material modification (that is, a benefit or right existing as of October 3, 2004, is enhanced or a new benefit or right is added) to the prior arrangement, such modification shall be of no force or effect.

ARTICLE XI

EMPLOYMENT RELATIONSHIP

Nothing in the adoption or implementation of the Plan shall confer on any employee the right to continued employment by the Company or an Affiliate or affect in any way the right of the Company or an Affiliate to terminate his employment at any time. For the purposes of the Plan, any question as to whether and when there has been a termination of a Member's employment, and the cause of such termination, shall be determined by the Committee, and its determination shall be final.

ARTICLE XII

AMENDMENT AND TERMINATION

The Company may amend or terminate the Plan, by written action, without the consent of the Members; provided, however, that no such amendment or termination shall adversely affect any benefits that have been earned prior to any such amendment or termination, except as required by law.

ARTICLE XIII

CLAIMS PROCEDURE

The Committee shall have full power and authority to interpret, construe, and administer the Plan, and the Committee's interpretations and construction hereof, and actions hereunder, including the value, amount, timing, form, or recipient of any payment to be made hereunder, shall be binding and conclusive on all persons for all purposes. Notwithstanding the foregoing, the determination of a Change in Control event will be objectively determinable under Article IX and the Committee shall not have discretionary authority to determine whether a Change in Control has occurred.

In the event that a claim for a benefit is wholly or partially denied, the Committee shall, within 90 days after receipt of the claim by the Plan, provide the claimant with a written statement setting forth the specific reasons for the adverse determination; reference to the specific plan provisions on which the determination is based; a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and a description of the Plan's review procedures and time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under Section 502(a) of the ERISA following an adverse benefit determination on review.

The claimant will have 60 days following receipt of an adverse benefit determination within which to appeal the determination. During such time, the Participant will have the opportunity to submit written comment, documents, records, and other information relating to the claim for benefits. The claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim for benefits. The review will take into account all comments, documents, records, and other information submitted by the claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Committee will notify the claimant within 60 days after receipt of the claimant's request for review by the Plan. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by the claimant the specific reason or reasons for the adverse determination; reference to the specific plan provisions on which the benefit determination is based; a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and a statement describing any voluntary appeal procedures offered by the plan and the claimant's right to obtain the information about such procedures, and a statement of the claimant's right to bring an action under section 502(a) of ERISA.

No member of the Committee shall be liable to any person for any action taken or omitted in connection with the interpretation and administration of the Plan unless attributable to his own willful misconduct or lack of good faith. Claimants who are members of the Committee shall not participate in any action or determination regarding their own benefits hereunder.

ARTICLE XIV

MISCELLANEOUS

14.1 Indemnification. The Company shall indemnify and hold harmless each member of the Committee and any other persons acting on its behalf, against any and all expenses and liabilities arising out of his or her administrative functions or fiduciary responsibilities, excepting only expenses and liabilities arising out of the individual's own willful misconduct or lack of good faith. Expenses against which such person shall be indemnified hereunder include, without limitation, the amounts of any settlement or judgment, costs, counsel fees and related charges reasonably incurred in connection with a claim asserted or a proceeding brought or settlement thereof.

14.2 Withholding Taxes. The Company shall have the right to deduct from any payments made under this Plan, any federal, state or local taxes required by law to be withheld with respect to such payments.

14.3 Nonalienation of Benefits. Subject to income tax withholding, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability that is for alimony or other payments for the support of a spouse or former spouse, or for any other relative of the Member, prior to actually being received; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The Company shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

14.4 Severability. If any provision of the Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof; rather, each provision shall be fully severable and the Plan shall be construed and enforced as if said illegal or invalid provision had never been included herein.

14.5 Jurisdiction. The situs of the Plan hereby created is Tennessee. All provisions of the Plan shall be construed in accordance with the laws of Tennessee except to the extent preempted by federal law.

IN WITNESS WHEREOF, the undersigned has caused this Plan to be executed on the 24th day of December, 2008, to be effective as of January 1, 2008.

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ Rachel A. Seifert

Title: Senior Vice President

EXHIBIT A

CHS/COMMUNITY HEALTH SYSTEMS, INC.

DEFERRED COMPENSATION PLAN

As Amended Effective October 1, 1993; January 1, 1994; January 1, 1995;
April 1, 1999; July 1, 2000; January 1, 2001; and June 30, 2002

Original Effective Date: June 1, 1991

EXHIBIT A

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EXHIBIT A

CHS/COMMUNITY HEALTH SYSTEMS, INC.
DEFERRED COMPENSATION PLAN

WITNESSETH:

WHEREAS, Community Health Investment Corporation (formerly CHS Management Corporation) has previously established the CHS/Community Health Systems, Inc. Deferred Compensation Plan (the "Plan") to provide retirement and incidental benefits for certain executive employees of the company, effective June 1, 1991; and

WHEREAS, the Plan was amended in certain respects, effective December 1, 1991; and

WHEREAS, effective January 1, 1992, Community Health Systems, Inc. (the "Company") adopted the Plan and assumed all of the duties and responsibilities of Community Health Investment Corporation; and

WHEREAS, the Plan was further amended in certain respects effective October 1, 1993, January 1, 1994, January 1, 1995, April 1, 1999, July 1, 2000, and January 1, 2001, including the change in the name of the Company to CHS/Community Health Systems, Inc.; and

WHEREAS, the Company wishes to amend the Plan further as provided herein;

NOW, THEREFORE, the Plan shall be and is hereby amended and restated in this form, effective as of June 30, 2002, except as otherwise provided herein

ARTICLE I

Definitions and Construction

1.1 Definitions. Where the following words and phrases appear in the Plan, they shall have the respective meanings set forth below, unless their context clearly indicates to the contrary:

(1) Account: A memorandum bookkeeping account established on the records of the Company for a Member that is credited with amounts determined pursuant to Sections 4.1 and 4.2 of the Plan. As of any Determination Date, a Member's benefit under the Plan shall be equal to the amount credited to his Account as of such date. If a Member has made an election to defer a portion of his Compensation until a specified date pursuant to Section 3.4, the account described herein shall consist of such subaccounts as are necessary to segregate such deferral from the other amounts deferred by the Member.

(2) Affiliate: Any subsidiary of Community Health Systems, Inc., the corporate parent of the Company.

EXHIBIT A

- (3) Benefit Exchange Agreement: An agreement entered into between certain Members and the Company in connection with the surrender of the Member's interest in the Split Dollar Agreement and the Member's vested interest in the cash value of the variable life insurance policy that is subject to the terms of the Split Dollar Agreement, as it may be amended.
- (4) Bonus: The bonus paid by the Company or an Affiliate to a Member pursuant to an employment agreement between the Company or an Affiliate and the Member or otherwise for services rendered or labor performed while a Member.
- (5) Change of Control: A Change of Control occurs in the event of a sale of all or substantially all of the stock or assets of the Company to a purchaser if the debt-to-equity ratio of the purchaser, taking into account the sale of the stock or assets of the Company, is greater than .75 to 1 as determined by the Committee immediately prior to the sale.
- (6) Committee: The administrative committee appointed by the Company to administer the Plan, if any, which committee shall consist of the same persons designated by the Company pursuant to the terms of the Retirement Plan to act on behalf of the Company, as the administrator of such Plan.
- (7) Company: CHS/Community Health Systems, Inc.
- (8) Company Matching Contributions: Contributions made to the Retirement Plan by the Company or an Affiliate on a Member's behalf pursuant to Section 4.1(b) of the Retirement Plan or otherwise as provided for therein.
- (9) Compensation: The total base salary paid by the Company or an Affiliate during the Plan Year to or for the benefit of a Member for services rendered or labor performed while a Member.
- (10) Contributing Member: A Member who, for a Plan Year, made a deferral election pursuant to Section 3.2, Section 3.3 and/or Section 3.4.
- (11) Determination Date: The last business day of each quarter in a calendar year.
- (12) Earnings Credit: The earnings applied to a Member's Account as of each Determination Date pursuant to Section 4.2(b).
- (13) Effective Date: June 1, 1991.
- (14) Investment(s): Any investment fund(s) offered through the Trustee or its affiliates including Nations Fund, Inc., Nations Fund Trust, or Nations Fund Portfolios, Inc. (or their successors).
- (15) Investment Gains or Losses: Actual gains or losses realized from investments applied to a Member's Account as of each Determination Date pursuant to Section 4.2(a) of the Plan, after deducting applicable investment-related costs and expenses, if any. For the Determination Date, such Member's Account shall be reduced or increased for an amount equal to the Federal or state income taxes that the Company is required to pay or expects to realize in relation to such investment(s)' taxable gain or loss realized during such year.

(16) Limitations: Benefit limitations imposed on the Retirement Plan under the Employee Retirement Income Security Act of 1974, as amended, and under sections 401(a)(17), 401(k)(3), 401(m)(2), 402(g) and 415 of the Internal Revenue Code of 1986, as amended.

(17) Member: Any employee of the Company or an Affiliate who has been designated by the Committee as a Member of the Plan until such employee ceases to be a Member in accordance with Section 3.1 of the Plan.

(18) Plan: CHS/Community Health Systems, Inc. Deferred Compensation Plan, as amended from time to time.

(19) Plan Year: The seven-month period commencing June 1, 1991, and ending December 31, 1991 and each twelve-consecutive month period commencing January 1 of each year thereafter.

(20) Post-Termination Benefits Deposit: Certain deposit provided for under the terms of the Split Dollar Agreement.

(21) Retirement Plan: Community Health Systems, Inc. 401(k) Plan.

(22) Split Dollar Agreement: An agreement entered into between the Company and the Member pursuant to the provisions of the Supplemental Survivor Accumulation portion of the Community Health Systems, Inc. Supplemental Benefits Plan.

(23) SSP: CHS 401(k) Supplemental Savings Plan.

(24) Trust Agreement: The agreement entered into between the Company and the Trustee establishing a trust to hold and invest contributions made by the Company under the Plan and from which all or a portion of the amounts payable under the Plan to Members and their beneficiaries will be distributed.

(25) Trust Assets: All assets held by the Trustee under the Trust Agreement.

(26) Trustee: The trustee or trustees qualified and acting under the Trust Agreement at any time.

1.2 Number and Gender. Wherever appropriate herein, words used in the singular shall be considered to include the plural and the plural to include the singular. The masculine gender, where appearing in this Plan, shall be deemed to include the feminine gender and vice versa.

1.3 Headings. The headings of Articles and Sections herein are included solely for convenience and if there is any conflict between such headings and the text of the Plan, the text shall control.

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ARTICLE II

ADMINISTRATION

The Plan shall be administered by the Committee that shall be authorized, subject to the provisions of the Plan, to establish rules and regulations and make such interpretations and determinations as it may deem necessary or advisable for the proper administration of the Plan and all such rules, regulations, interpretations, and determinations shall be binding on all Plan Members and their beneficiaries. The Committee shall be composed of not less than three individuals. Each member of the Committee shall serve until he resigns or is removed by the Company. Upon the resignation or removal of a member of the Committee, the Company shall appoint a substitute member. No member of the Committee shall have any right to vote or decide upon any matter relating solely to himself under the Plan or to vote in any case in which his individual right to claim any benefit under the Plan is particularly involved. In any case in which a Committee member is so disqualified to act, and the remaining members cannot agree, the Company shall appoint a temporary substitute member to exercise all the powers of the disqualified member concerning the matter in which he is disqualified. All expenses incurred in connection with the administration of the Plan shall be borne by the Company.

ARTICLE III

PARTICIPATION

3.1 **Eligibility.** Any employee of the Company or an Affiliate shall become a Member upon designation by the Committee. Once an employee has been designated as a Member, he shall automatically continue to be a Member until he ceases to be an employee of the Company or an Affiliate or is removed as a Member by the Committee. Notwithstanding the preceding provisions of this Section 3.1, participation in this Plan shall at all times be limited to a selected group of management or highly compensated employees of the Company.

3.2 **Compensation Deferral Election.** Any Member may elect to defer receipt of a whole percentage of his Compensation for one or more calendar quarters during a Plan Year under the Plan. A Member's election to defer receipt of Compensation for any calendar quarter(s) of a Plan Year shall be made prior to the beginning of such calendar quarter(s) of the Plan Year and shall be irrevocable for such calendar quarter(s) of the Plan Year. The reduction in a Member's Compensation pursuant to his election shall be effected by Compensation reductions as of each payroll period within the election period.

3.3 **Bonus Deferral Election.** Any Member may elect to defer receipt of a whole percentage of his Bonus for any Plan Year under the Plan. A Member's election to defer receipt of his Bonus for any Plan Year shall be made prior to the earlier of (i) the date on which such bonus becomes payable and ascertainable, or (ii) October 1 of such Plan Year for which such Bonus is payable, and shall be irrevocable for such Plan Year. The election to defer receipt of such whole percentage of a Member's Bonus pursuant to the deferral election above shall be effected by a reduction in the amount of the Bonus to which such deferral election relates.

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3.4 Targeted Deferral Election. In general, all amounts deferred by a Member pursuant to Sections 3.2 and 3.3 shall be held for the Member and distributed following the Member's termination of employment or the occurrence of a hardship event pursuant to Sections 7.1, 7.2 and 8.1. Notwithstanding the preceding sentence, a Member may also defer the receipt of any portion of the Member's Compensation otherwise deferred pursuant to the provisions of Sections 3.2 and 3.3 until a specific future date, by executing a deferral form designed for such purpose as specified by the Committee. Upon the occurrence of any such date specified by a Member in such an election form, the deferred amount, and the Earnings Credit and Investment(s) Gains or Losses attributable thereto, shall be distributed to the Member. Until so distributed, such deferral amounts shall continue to be a part of the Member's Account.

3.5 Investment Request. A Member may request the Committee to invest or change the investment of all or a portion of his Account in any Investments. A Member may make such request at any time, provided that the Committee shall only be obligated to direct the Trustee to make such investment or charge such investment as soon as reasonably practicable and within the guidelines and requirements established by the Trustee for the investment of funds held in the Account. A Member who does not request the Committee to invest any portion of his Account shall have the funds held in such Account in a money market fund offered through the Trustee or its affiliates.

3.6 Post-Termination Benefits Deposit. Notwithstanding any provision of the Plan to the contrary, the Company may make for any Member an annual contribution equal to that portion of Post-Termination Benefit Deposits to be made to the Plan as calculated under the terms of any Benefits Exchange Agreement between the Member and the Company.

ARTICLE IV

BENEFITS

4.1 Amount of Benefit.

(a) Deferral Contributions. As of the last day of each payroll period of each Plan Year, a Member's Account shall be credited with an amount equal to the Compensation deferred under the Plan pursuant to an election by the Member as described in Article III for such payroll period. Effective as of June 30, 2002, as of the last day of each payroll period of each Plan Year, a Member's Account shall be credited with an amount equal to that portion of Post-Termination Benefit Deposits made to the Plan, if any, as calculated under the terms of the Benefits Exchange Agreement between the Member and the Company.

(b) Matching Contributions. As of the last day of each Plan Year, or, if later, the date on which the Company Matching Contributions are made under the Retirement Plan for any such Plan Year, the Member's Account of each Contributing Member during such Plan Year who remains employed by the Company on such date shall be credited with an amount equal to the following:

(1) the Company Matching Contributions to which such Contributing Member would have been entitled under the Retirement Plan taking into account

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both (i) the salary deferrals made by such Contributing Member to the Retirement Plan for the Plan Year, and (ii) the deferrals made by such Contributing Member under this Plan pursuant to Sections 3.1, 3.2, or 3.3 for the same Plan Year (up to a combined maximum of six percent (6.00%) of such Contributing Member's Compensation assuming that none of the Limitations were imposed); minus

(2) the Company Matching Contributions, if any, actually made on behalf of such Contributing Member under the Retirement Plan for such Plan Year; minus

(3) the Company contributions, if any, to accounts actually made on behalf of such Contributing Member under the SSP for such Plan Year.

In addition, if (i) the total of such Contributing Member's salary deferrals under the Retirement Plan (as adjusted after application of the Limitations) and deferrals pursuant to the SSP and Sections 3.1, 3.2 or 3.3 under this Plan is less than 6.00% of such Contributing Member's Compensation for a Plan Year; and (ii) the Contributing Member elects to increase his or her deferrals under this Plan by all or any portion of any salary deferrals to the Retirement Plan that are returned to the Contributing Member as a result of the application of the Limitations within 120 days after receipt of such returned salary deferrals, even if such increased deferrals are made in the next Plan Year; such increased deferrals shall also be taken into account in subparagraph (a) above until the total of the Contributing Member's salary deferrals under the Retirement Plan, SSP, and deferrals under this Plan for the Plan Year equals 6.00% of the Contributing Member's Compensation.

(c) Benefit Exchange Agreement Contributions. Effective for Plan Years beginning on or after January 1, 2002, the Company shall credit to the Account of each Member who has entered into a Benefit Exchange Agreement with the Company the following amounts, as specified under the terms of each such Benefit Exchange Agreement:

(1) all unpaid 2001 and 2002 variable life insurance policy premium payments required under the terms of the Split Dollar Agreement;

(2) an amount equal to 100% of the net cash surrender value of such variable life insurance policy on the date such policy is surrendered by the Company; and

(3) if required by the Member's Benefit Exchange Agreement, annual amounts equal to the premium payments to such variable life insurance policy that would have been required under the Split Dollar Agreement for years after 2002, reduced each year by the actual cost of providing supplemental life insurance coverage to the Member pursuant to the terms of the Benefit Exchange Agreement.

As of any Determination Date, the benefit to which a Member or his beneficiary shall be entitled under the Plan shall be equal to the amount credited to such Member's Account as of such date.

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(d) Special Contributions. For the Plan Year beginning January 1, 2003, the Company shall make a special one-time cash contribution to each Participant's Account in an amount equal to the dollar value of the matching contributions that were forfeited by the Participants under the Retirement Plan for the plan years of the Retirement Plan that ended on December 31, 2001, and December 31, 2002. The Plan Administrator shall determine the dollar value of all such forfeited matching contributions, which determination shall be final and binding on all Participants. Such special contributions shall be made no later than September 15, 2003, unless the Plan Administrator has not yet finally determined the amount of the forfeited matching contributions, in which event such contributions shall be made not later than 30 days after such forfeited matching contributions are finally determined by the Plan Administrator. Notwithstanding the foregoing, no such special contribution shall be made for a Member if the Company makes a similar contribution for a Member to the SSP.

- 4.2 Investment Credit. As of each Determination Date, the Account of each Member shall be credited with Investment Gains or Losses as provided in this Section 4.2.
- (a) If a Member has requested in accordance with Section 3.5 of the Plan that all or a portion of his Account be invested in any particular Investment(s), the Account of such Member shall be credited with the Investment Gains or Losses since the preceding Determination Date.
- (b) Any portion of a Member's Account, the investment of which has not been requested by the Member, shall be credited with the Earnings Credit for such Determination Date.
- (c) A Member's Account shall not be credited with any Investment Credit under this Section 4.2 on the Company Matching Contributions portion credited to his Account as of the last day of each Plan Year pursuant to Section 4.1 of the Plan until the Company actually makes the cash deposit of such Matching Contributions with the Trustee.

ARTICLE V

VESTING

All amounts credited to a Member's Account shall be fully vested and not subject to forfeiture for any reason; provided, however, the amounts credited to a Member's Account pursuant to the second paragraph of Section 4.1, including any Earnings Credit and/or Investment Gains or Losses allocable to such credits, shall be subject to the same vesting schedule as that set forth in the Retirement Plan. Notwithstanding the preceding sentence, the benefits payable to each Member hereunder constitute an unfunded, unsecured obligation of the Company, and the assets held by the Company and the Trustee remain subject to the claims of the Company's creditors.

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ARTICLE VI

TRUST

The Company may, from time to time and in its sole discretion, pay and deliver money or other property to the Trustee for the payment of benefits under the Plan. Notwithstanding any provision in the Plan to the contrary, distributions due under the Plan to or on behalf of Members shall be made by the Trustee in accordance with the terms of the Trust Agreement and the Plan; provided, however, that the Company shall remain obligated to pay all amounts due to such persons under the Plan. To the extent that Trust Assets are not sufficient to pay any amounts due under the Plan to or on behalf of the Members when such amounts are due, the Company shall pay such amounts directly. Nothing in the Plan or the Trust Agreement shall relieve the Company of its obligation to make the distributions required in Article VII hereof except to the extent that such obligation is satisfied by the application of funds held by the Trustee under the Trust Agreement. Any recipient of benefits hereunder shall have no security or other interest in Trust Assets. Any and all Trust Assets shall remain subject to the claims of the general creditors of the Company, present and future, and no payment shall be made under the Plan unless the Company is then solvent. Should an inconsistency or conflict exist between the specific terms of the Plan and those of the Trust Agreement, then the relevant terms of the Trust Agreement shall govern and control.

ARTICLE VII

PAYMENT OF BENEFITS

7.1 Termination of Employment. Upon a Member's termination of employment with the Company or an Affiliate for any reason, the amount credited to such Member's Account as of the Determination Date immediately preceding such Member's termination of employment, adjusted for any amount deferred and Earnings Credit and Investment(s) Income or Loss realized from such Determination Date to the date of the Member's termination of employment, shall be distributed to such Member or, if the Member's termination of employment is on account of death, to the Member's beneficiary as determined pursuant to Section 7.2 below.

7.2 Death. Upon a Member's death, the amount credited to such Member's Account as of the Determination Date immediately preceding the date of such Member's death, adjusted for any amount deferred and Earnings Credit and Investment Gains or Losses realized from such Determination Date to the date of the Member's death, shall be distributed to such Member's designated beneficiary. The Member, by written instrument filed with the Committee in such manner and form as the Committee may prescribe, may designate one or more beneficiaries to receive such payment. The beneficiary designation may be changed from time to time prior to the death of the Member. In the event that the Committee has no valid beneficiary designation on file, the amount credited to such Member's Account shall be distributed to the Member's surviving spouse, if any, or if the Member has no surviving spouse, to the executor or administrator of the Member's estate.

7.3 Targeted Deferrals. If a Member has made one or more targeted deferrals pursuant to Section 3.4, upon the date specified in any election form used by the Member to

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make such election, the amount credited in the subaccount of the Member's Account which relates to such deferral as of the Determination Date immediately preceding such specified date shall be distributed to such Member. If some event takes place that would entitle a Member to a distribution under Sections 7.1 or 7.2 prior to such specified date, the amounts in such subaccount shall be distributed along with any other amounts in the Member's Account pursuant to Section 7.1 or 7.2.

7.4 Time of Payment. Payment of a Member's benefit hereunder shall be made (or commence if payment is in the form of an annuity contract) as soon as administratively feasible following the date on which the Member or his beneficiary becomes entitled to such benefit pursuant to Sections 7.1, 7.2, or 7.3, but no earlier than 10 days thereafter and no later than 45 days thereafter, except for the Company Matching Contributions as provided herein. If a Member's termination of employment or death or any other events which caused termination of the Plan, occurs within the first four months of a year, the portion of the Company Matching Contributions for the preceding Plan Year that has been credited to a Member's Account shall be distributed to such Member no later than the earlier of (i) the date of which the calculation of such contributions has been finalized or (ii) May 1 of the year of termination of employment or death, or any other events which shall entitle the Member to a distribution. In all other events, the 10 days and 45 days limitation shall apply to the distribution of the Member's entire Account balance, unless expressly provided otherwise.

7.5 Form of Payment. For purposes of distributing all of a Member's Account other than any portion thereof attributable to targeted deferrals and earnings thereon, the form of any payment to a Member or his designated beneficiary shall be in substantially equal annual installments over a period of ten (10) years, paid in cash or by certified check, with the first such payment to be made on the first business day of the calendar year following the Member's termination of employment (for purposes of payments made pursuant to Section 7.1) or death (for purposes of payments made pursuant to Section 7.2), unless the Member has made an election to receive such distribution in the form of a lump sum payment or in five (5) substantially equal installment payments in such manner and form as prescribed by the Committee. Any election, or subsequent election, made by the Member pursuant to this Section shall not be effective until the passage of twelve (12) consecutive months before the date of the Member's termination of employment with the Company or an Affiliate, if payment is required pursuant to Section 7.1, or the Member's date of death, if the payment is required pursuant to Section 7.2. All distributions of that portion of a Member's Account attributable to any targeted deferral and earnings thereon shall be distributed in a single lump sum payment, in cash or certified check, on the date specified by the Member in the election form used to make the targeted deferral, or as soon thereafter as administratively possible.

ARTICLE VIII

HARDSHIP DISTRIBUTIONS

Upon written application by a Member who has experienced an unforeseeable emergency, as determined by the Committee, the Committee may distribute to such Member an amount not to exceed the lesser of the amount credited to such Member's Account or the amount determined by the Committee as being reasonably necessary to satisfy the emergency need. For

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purposes of this Article VIII, a hardship distribution pursuant to an unforeseeable emergency shall be authorized in the event of severe financial hardship to the Member resulting from a sudden and unexpected illness or accident of the Member or his dependent, loss of the Member's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the Member's control. An unforeseeable emergency will not include the need to send a Member's child to college or the desire to purchase a home. Additionally, the Member must demonstrate that the hardship may not be relieved through reimbursement or compensation by insurance or otherwise, by liquidation of the Member's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under this Plan.

ARTICLE IX

SALE OF THE COMPANY

In the event of a sale of all or substantially all of the stock or assets of the Company, either (a) the purchaser shall assume the liabilities of the Plan and shall continue to operate the Plan in accordance with the provisions set forth herein (including any subsequent amendments hereto) or (b) the Plan shall be terminated and the amount credited to each Member's Account shall be distributed in a lump sum payment in cash or by certified check to each such Member in accordance with Section 7.4. However, should such sale result in a Change of Control, the Plan shall be terminated and the amount credited to each Member's Account shall be distributed in a lump sum payment in cash or by certified check to each such Member in accordance with Section 7.4.

ARTICLE X

NATURE OF THE PLAN

The Plan shall constitute an unfunded, unsecured obligation of the Company to make cash payments in accordance with the provisions of the Plan. The Plan is not intended to meet the qualification requirements of section 401 of the Internal Revenue Code of 1986, as amended. The Company in its sole discretion may set aside such amounts for the payment of Accounts as the Company may from time to time determine. Neither the establishment of the Plan, the operation thereof, nor the setting aside of any amounts shall be deemed to create a funding arrangement. No Member shall have any security or other interest in any such amounts set aside or any other assets of the Company.

ARTICLE XI

EMPLOYMENT RELATIONSHIP

Nothing in the adoption or implementation of the Plan shall confer on any employee the right to continued employment by the Company or an Affiliate or affect in any way the right of the Company or an Affiliate to terminate his employment at any time. Any question as to whether and when there has been a termination of a Member's employment, and the cause of such termination, shall be determined by the Committee, and its determination shall be final.

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ARTICLE XII

AMENDMENT AND TERMINATION

The Company may amend or terminate the Plan, by resolution duly adopted, without the consent of the Members; provided, however, that no such amendment or termination shall adversely affect any benefits which have been earned prior to any such amendment or termination. Further, upon termination of the Plan, the Committee, in its sole discretion, may elect to distribute the amount credited to each Member's Account in a lump sum cash payment in accordance with Section 7.4; provided, however, in the event of a Change of Control, the amount credited to each Member's Account must be distributed in accordance with Section 7.4.

ARTICLE XIII

CLAIMS PROCEDURE

The Committee shall have full power and authority to interpret, construe and administer the Plan, and the Committee's interpretations and construction hereof, and actions hereunder, including the timing, form, amount or recipient of any payment to be made hereunder, shall be binding and conclusive on all persons for all purposes. In the event that an individual's claim for a benefit is denied or modified, the Committee shall provide such individual with a written statement setting forth the specific reasons for such denial or modification in a manner calculated to be understood by the individual. Any such written statement shall reference the pertinent provisions of the Plan upon which the denial or modification is based and shall explain the Plan's claim review procedure. Such individual may, within forty-five (45) days of receipt of such written statement, make written request to the Committee for review of its initial decision. Within forty-five (45) days following such request for review, the Committee shall, after affording such individual a reasonable opportunity for a full and fair hearing, render its final decision in writing to such individual. Notwithstanding the preceding sentence, should a Member's claim be related to the preceding Plan Year's Company Matching Contributions, the Committee shall render its final decision on the later of (i) forty-five (45) days following such request for review, or (ii) 120 days after the end of the preceding Plan Year. No member of the Committee shall be liable to any person for any action taken or omitted in connection with the interpretation and administration of the Plan unless attributable to his own willful misconduct or lack of good faith. Members of the Committee shall not participate in any action or determination regarding their own benefits hereunder.

ARTICLE XIV

MISCELLANEOUS

14.1 Indemnification. The Company shall indemnify and hold harmless each member of the Committee and any other persons acting on its behalf, against any and all expenses and liabilities arising out of his or her administrative functions or fiduciary responsibilities, excepting only expenses and liabilities arising out of the individual's own willful misconduct or lack of good faith. Expenses against which such person shall be indemnified hereunder include, without

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limitation, the amounts of any settlement or judgment, costs, counsel fees and related charges reasonably incurred in connection with a claim asserted or a proceeding brought or settlement thereof.

14.2 **Effective Date.** The Plan shall become operative and effective as of the Effective Date and shall continue until amended or terminated as provided in Article XII.

14.3 **Withholding Taxes.** The Company shall have the right to deduct from any payments made under this Plan, any federal, state or local taxes required by law to be withheld with respect to such payments.

14.4 **Nonalienation of Benefits.** Subject to income tax withholding, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a spouse or former spouse, or for any other relative of the Member, prior to actually being received; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The Company shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder.

14.5 **Severability.** If any provision of the Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof; rather, each provision shall be fully severable and the Plan shall be construed and enforced as if said illegal or invalid provision had never been included herein.

14.6 **Jurisdiction.** The situs of the Plan hereby created is Tennessee. All provisions of the Plan shall be construed in accordance with the laws of Tennessee except to the extent preempted by federal law.

**THE EXECUTIVE NONQUALIFIED EXCESS PLAN
PLAN DOCUMENT**

THE EXECUTIVE NONQUALIFIED EXCESS PLAN

Section 1. **Purpose:**

By execution of the Adoption Agreement, the Employer has adopted the Plan set forth herein, and in the Adoption Agreement, to provide a means by which certain management Employees or Independent Contractors of the Employer may elect to defer receipt of current Compensation from the Employer in order to provide retirement and other benefits on behalf of such Employees or Independent Contractors of the Employer, as selected in the Adoption Agreement. The Plan is intended to be a nonqualified deferred compensation plan that complies with the provisions of Section 409A of the Internal Revenue Code (the "Code"). The Plan is also intended to be an unfunded plan maintained primarily for the purpose of providing deferred compensation benefits for a select group of management or highly compensated employees under Sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974 ("ERISA") and independent contractors. Notwithstanding any other provision of this Plan, this Plan shall be interpreted, operated and administered in a manner consistent with these intentions.

Section 2. **Definitions:**

As used in the Plan, including this Section 2, references to one gender shall include the other, unless otherwise indicated by the context:

2.1 "**Active Participant**" means, with respect to any day or date, a Participant who is in Service on such day or date; provided, that a Participant shall cease to be an Active Participant (i) immediately upon a determination by the Committee that the Participant has ceased to be an Employee or Independent Contractor, or (ii) at the end of the Plan Year that the Committee determines the Participant no longer meets the eligibility requirements of the Plan.

2.2 "**Adoption Agreement**" means the written agreement pursuant to which the Employer adopts the Plan. The Adoption Agreement is a part of the Plan as applied to the Employer.

2.3 "**Beneficiary**" means the person, persons, entity or entities designated or determined pursuant to the provisions of Section 13 of the Plan.

2.4 "**Board**" means the Board of Directors of the Company, if the Company is a corporation. If the Company is not a corporation, "Board" shall mean the Company.

2.5 "**Change in Control Event**" means an event described in Section 409A(a)(2)(A)(v) of the Code (or any successor provision thereto) and the regulations thereunder.

2.6 "**Committee**" means the persons or entity designated in the Adoption Agreement to administer the Plan. If the Committee designated in the Adoption Agreement is unable to serve, the Employer shall satisfy the duties of the Committee provided for in Section 9.

2.7 "**Company**" means the company designated in the Adoption Agreement as such.

2.8 "**Compensation**" shall have the meaning designated in the Adoption Agreement.

2.9 "**Crediting Date**" means the date designated in the Adoption Agreement for crediting the amount of any Participant Deferral Credits to the Deferred Compensation Account of a Participant. Employer Credits may be credited to the Deferred Compensation Account of a Participant on any day that securities are traded on a national securities exchange.

2.10 "**Deferred Compensation Account**" means the account maintained with respect to each Participant under the Plan. The Deferred Compensation Account shall be credited with Participant Deferral Credits and Employer Credits, credited or debited for deemed investment gains or losses, and adjusted for payments in accordance with the rules and elections in effect under Section 8. The Deferred Compensation Account of a Participant shall include any In-Service or Education Account of the Participant, if applicable.

2.11 "**Disabled**" means Disabled within the meaning of Section 409A of the Code and the regulations thereunder. Generally, this means that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or is, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than three months under an accident and health plan covering Employees of the Employer.

2.12 "**Education Account**" is an In-Service Account which will be used by the Participant for educational purposes.

2.13 "**Effective Date**" shall be the date designated in the Adoption Agreement.

2.14 "**Employee**" means an individual in the Service of the Employer if the relationship between the individual and the Employer is the legal relationship of employer and employee. An individual shall cease to be an Employee upon the Employee's separation from Service.

2.15 "**Employer**" means the Company, as identified in the Adoption Agreement, and any Participating Employer which adopts this Plan. An Employer may be a corporation, a limited liability company, a partnership or sole proprietorship.

2.16 "**Employer Credits**" means the amounts credited to the Participant's Deferred Compensation Account by the Employer pursuant to the provisions of Section 4.2.

2.17 "**Grandfathered Amounts**" means, if applicable, the amounts that were deferred under the Plan and were earned and vested within the meaning of Section 409A of the Code and regulations thereunder as of December 31, 2004. Grandfathered Amounts shall be subject to the terms designated in the Adoption Agreement.

2.18 "Independent Contractor" means an individual in the Service of the Employer if the relationship between the individual and the Employer is not the legal relationship of employer and employee. An individual shall cease to be an Independent Contractor upon the termination of the Independent Contractor's Service. An Independent Contractor shall include a director of the Employer who is not an Employee.

2.19 "In-Service Account" means a separate account to be kept for each Participant that has elected to take in-service distributions as described in Section 5.4. The In-Service Account shall be adjusted in the same manner and at the same time as the Deferred Compensation Account under Section 8 and in accordance with the rules and elections in effect under Section 8.

2.20 "Normal Retirement Age" of a Participant means the age designated in the Adoption Agreement.

2.21 "Participant" means with respect to any Plan Year an Employee or Independent Contractor who has been designated by the Committee as a Participant and who has entered the Plan or who has a Deferred Compensation Account under the Plan; provided that if the Participant is an Employee, the individual must be a highly compensated or management employee of the Employer within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA.

2.22 "Participant Deferral Credits" means the amounts credited to the Participant's Deferred Compensation Account by the Employer pursuant to the provisions of Section 4.1.

2.23 "Participating Employer" means any trade or business (whether or not incorporated) which adopts this Plan with the consent of the Company identified in the Adoption Agreement.

2.24 "Participation Agreement" means a written agreement entered into between a Participant and the Employer pursuant to the provisions of Section 4.1

2.25 "Performance-Based Compensation" means compensation where the amount of, or entitlement to, the compensation is contingent on the satisfaction of preestablished organizational or individual performance criteria relating to a performance period of at least twelve months. Organizational or individual performance criteria are considered preestablished if established in writing within 90 days after the commencement of the period of service to which the criteria relates, provided that the outcome is substantially uncertain at the time the criteria are established. Performance-based compensation may include payments based upon subjective performance criteria as provided in regulations and administrative guidance promulgated under Section 409A of the Code.

2.26 "Plan" means The Executive Nonqualified Excess Plan, as herein set out and as set out in the Adoption Agreement, or as duly amended. The name of the Plan as applied to the Employer shall be designated in the Adoption Agreement.

2.27 "Plan-Approved Domestic Relations Order" shall mean a judgment, decree, or order (including the approval of a settlement agreement) which is:

2.27.1 Issued pursuant to a State's domestic relations law;

2.27.2 Relates to the provision of child support, alimony payments or marital property rights to a Spouse, former Spouse, child or other dependent of the Participant;

2.27.3 Creates or recognizes the right of a Spouse, former Spouse, child or other dependent of the Participant to receive all or a portion of the Participant's benefits under the Plan;

2.27.4 Requires payment to such person of their interest in the Participant's benefits in an immediate lump payment; and

2.27.5 Meets such other requirements established by the Committee.

2.28 "Plan Year" means the twelve-month period ending on the last day of the month designated in the Adoption Agreement; provided that the initial Plan Year may have fewer than twelve months.

2.29 "Qualifying Distribution Event" means (i) the Separation from Service of the Participant, (ii) the date the Participant becomes Disabled, (iii) the death of the Participant, (iv) the time specified by the Participant for an In-Service or Education Distribution, (v) a Change in Control Event, or (vi) an Unforeseeable Emergency, each to the extent provided in Section 5.

2.30 "Seniority Date" shall have the meaning designated in the Adoption Agreement.

2.31 "Separation from Service" or "Separates from Service" means a "separation from service" within the meaning of Section 409A of the Code.

2.32 "Service" means employment by the Employer as an Employee. For purposes of the Plan, the employment relationship is treated as continuing intact while the Employee is on military leave, sick leave, or other bona fide leave of absence if the period of such leave does not exceed six months, or if longer, so long as the Employee's right to reemployment is provided either by statute or contract. If the Participant is an Independent Contractor, "Service" shall mean the period during which the contractual relationship exists between the Employer and the Participant. The contractual relationship is not terminated if the Participant anticipates a renewal of the contract or becomes an Employee.

2.33 "Service Bonus" means any bonus paid to a Participant by the Employer which is not Performance-Based Compensation.

2.34 "Specified Employee" means an employee who meets the requirements for key employee treatment under Section 416(i)(1)(A)(i), (ii) or (iii) of the Code (applied in accordance with the regulations thereunder and without regard to Section 416(i)(5) of the Code) at any time during the twelve month period ending on December 31 of each year (the "identification date"). Unless binding corporate action is taken to establish different rules for

determining Specified Employees for all plans of the Company and its controlled group members that are subject to Section 409A of the Code, the foregoing rules and the other default rules under the regulations of Section 409A of the Code shall apply. If the person is a key employee as of any identification date, the person is treated as a Specified Employee for the twelve-month period beginning on the first day of the fourth month following the identification date.

2.35 "Spouse" or "Surviving Spouse" means, except as otherwise provided in the Plan, a person who is the legally married spouse or surviving spouse of a Participant.

2.36 "Unforeseeable Emergency" means an "unforeseeable emergency" within the meaning of Section 409A of the Code.

2.37 "Years of Service" means each Plan Year of Service completed by the Participant. For vesting purposes, Years of Service shall be calculated from the date designated in the Adoption Agreement and Service shall be based on service with the Company and all Participating Employers.

Section 3. Participation:

The Committee in its discretion shall designate each Employee or Independent Contractor who is eligible to participate in the Plan. A Participant who separates from Service with the Employer and who later returns to Service will not be an Active Participant under the Plan except upon satisfaction of such terms and conditions as the Committee shall establish upon the Participant's return to Service, whether or not the Participant shall have a balance remaining in the Deferred Compensation Account under the Plan on the date of the return to Service.

Section 4. Credits to Deferred Compensation Account:

4.1 Participant Deferral Credits. To the extent provided in the Adoption Agreement, each Active Participant may elect, by entering into a Participation Agreement with the Employer, to defer the receipt of Compensation from the Employer by a dollar amount or percentage specified in the Participation Agreement. The amount of Compensation the Participant elects to defer, the Participant Deferral Credit, shall be credited by the Employer to the Deferred Compensation Account maintained for the Participant pursuant to Section 8. The following special provisions shall apply with respect to the Participant Deferral Credits of a Participant:

4.1.1 The Employer shall credit to the Participant's Deferred Compensation Account on each Crediting Date an amount equal to the total Participant Deferral Credit for the period ending on such Crediting Date.

4.1.2 An election pursuant to this Section 4.1 shall be made by the Participant by executing and delivering a Participation Agreement to the Committee. Except as otherwise provided in this Section 4.1, the Participation Agreement shall become effective with respect to such Participant as of the first day of January following the date such Participation Agreement is received by the Committee. A Participant's election may be changed at any time prior to the last permissible date for making the election as permitted in this Section 4.1, and shall thereafter be irrevocable. The election of a Participant shall continue in effect for subsequent years until modified by the Participant as permitted in this Section 4.1.

4.1.3 A Participant may execute and deliver a Participation Agreement to the Committee within 30 days after the date the Participant first becomes eligible to participate in the Plan to be effective as of the first payroll period next following the date the Participation Agreement is fully executed. Whether a Participant is treated as newly eligible for participation under this Section shall be determined in accordance with Section 409A of the Code and the regulations thereunder, including (i) rules that treat all elective deferral account balance plans as one plan, and (ii) rules that treat a previously eligible employee as newly eligible if his benefits had been previously distributed or if he has been ineligible for 24 months. For Compensation that is earned based upon a specified performance period (for example, an annual bonus), where a deferral election is made under this Section but after the beginning of the performance period, the election will only apply to the portion of the Compensation equal to the total amount of the Compensation for the service period multiplied by the ratio of the number of days remaining in the performance period after the election over the total number of days in the performance period.

4.1.4 A Participant may unilaterally modify a Participation Agreement (either to terminate, increase or decrease the portion of his future Compensation which is subject to deferral within the percentage limits set forth in Section 4.1 of the Adoption Agreement) by providing a written modification of the Participation Agreement to the Committee. The modification shall become effective as of the first day of January following the date such written modification is received by the Committee.

4.1.5 If the Participant performed services continuously from the later of the beginning of the performance period or the date upon which the performance criteria are established through the date upon which the Participant makes an initial deferral election, a Participation Agreement relating to the deferral of Performance-Based Compensation may be executed and delivered to the Committee no later than the date which is 6 months prior to the end of the performance period, provided that in no event may an election to defer Performance-Based Compensation be made after such Compensation has become readily ascertainable.

4.1.6 If the Employer has a fiscal year other than the calendar year, Compensation relating to Service in the fiscal year of the Employer (such as a bonus based on the fiscal year of the Employer), of which no amount is paid or payable during the fiscal year, may be deferred at the Participant's election if the election to defer is made not later than the close of the Employer's fiscal year next preceding the first fiscal year in which the Participant performs any services for which such Compensation is payable.

4.1.7 Compensation payable after the last day of the Participant's taxable year solely for services provided during the final payroll period containing the last day of the Participant's taxable year (i.e., December 31) is treated for purposes of this Section 4.1 as Compensation for services performed in the subsequent taxable year.

4.1.8 The Committee may from time to time establish policies or rules consistent with the requirements of Section 409A of the Code to govern the manner in which Participant Deferral Credits may be made.

4.1.9 If a Participant becomes Disabled or applies for and is eligible for a distribution on account of an Unforeseeable Emergency during a Plan Year, his deferral election for such Plan Year shall be cancelled.

4.2 Employer Credits. If designated by the Employer in the Adoption Agreement, the Employer shall cause the Committee to credit to the Deferred Compensation Account of each Active Participant an Employer Credit as determined in accordance with the Adoption Agreement. A Participant must make distribution elections with respect to any Employer Credits credited to his Deferred Compensation Account by the deadline that would apply

under Section 4.1 for distribution elections with respect to Participant Deferral Credits credited at the same time, on a Participation Agreement that is timely executed and delivered to the Committee pursuant to Section 4.1.

4.3 Deferred Compensation Account. All Participant Deferral Credits and Employer Credits shall be credited to the Deferred Compensation Account of the Participant as provided in Section 8.

Section 5. Qualifying Distribution Events:

5.1 Separation from Service. If the Participant Separates from Service with the Employer, the vested balance in the Deferred Compensation Account shall be paid to the Participant by the Employer as provided in Section 7. Notwithstanding the foregoing, no distribution shall be made earlier than six months after the date of Separation from Service (or, if earlier, the date of death) with respect to a Participant who as of the date of Separation from Service is a Specified Employee of a corporation the stock in which is traded on an established securities market or otherwise. Any payments to which such Specified Employee would be entitled during the first six months following the date of Separation from Service shall be accumulated and paid on the first day of the seventh month following the date of Separation from Service.

5.2 Disability. If the Employer designates in the Adoption Agreement that distributions are permitted under the Plan when a Participant becomes Disabled, and the Participant becomes Disabled while in Service, the vested balance in the Deferred Compensation Account shall be paid to the Participant by the Employer as provided in Section 7.

5.3 Death. If the Participant dies while in Service, the Employer shall pay a benefit to the Participant's Beneficiary in the amount designated in the Adoption Agreement. Payment of such benefit shall be made by the Employer as provided in Section 7.

5.4 In-Service or Education Distributions. If the Employer designates in the Adoption Agreement that in-service or education distributions are permitted under the Plan, a Participant may designate in the Participation Agreement to have a specified amount credited to the Participant's In-Service or Education Account for in-service or education distributions at the date specified by the Participant. In no event may an in-service or education distribution of an amount be made before the date that is two years after the first day of the year in which such amount was credited to the In-Service or Education Account. Notwithstanding the foregoing, if a Participant incurs a Qualifying Distribution Event prior to the date on which the entire balance in the In-Service or Education Account has been distributed, then the balance in the In-Service or Education Account on the date of the Qualifying Distribution Event shall be paid as provided under Section 7.1 for payments on such Qualifying Distribution Event.

5.5 Change in Control Event. If the Employer designates in the Adoption Agreement that distributions are permitted under the Plan upon the occurrence of a Change in Control Event, the Participant may designate in the Participation Agreement to have the vested balance in the Deferred Compensation Account paid to the Participant upon a Change in Control Event by the Employer as provided in Section 7.

5.6 Unforeseeable Emergency. If the Employer designates in the Adoption Agreement that distributions are permitted under the Plan upon the occurrence of an Unforeseeable Emergency event, a distribution from the Deferred Compensation Account may be made to a Participant in the event of an Unforeseeable Emergency, subject to the following provisions:

5.6.1 A Participant may, at any time prior to his Separation from Service for any reason, make application to the Committee to receive a distribution in a lump sum of all or a portion of the vested balance in the Deferred Compensation Account (determined as of the date the distribution, if any, is made under this Section 5.6) because of an Unforeseeable Emergency. A distribution because of an Unforeseeable Emergency shall not exceed the amount required to satisfy the Unforeseeable Emergency plus amounts necessary to pay taxes reasonably anticipated as a result of such distribution, after taking into account the extent to which the Unforeseeable Emergency may be relieved through reimbursement or compensation by insurance or otherwise or by liquidation of the Participant's assets (to the extent the liquidation of such assets would not itself cause severe financial hardship) or by stopping current deferrals under the Plan pursuant to Section 4.1.9.

5.6.2 The Participant's request for a distribution on account of Unforeseeable Emergency must be made in writing to the Committee. The request must specify the nature of the financial hardship, the total amount requested to be distributed from the Deferred Compensation Account, and the total amount of the actual expense incurred or to be incurred on account of the Unforeseeable Emergency.

5.6.3 If a distribution under this Section 5.6 is approved by the Committee, such distribution will be made as soon as practicable following the date it is approved. The processing of the request shall be completed as soon as practicable from the date on which the Committee receives the properly completed written request for a distribution on account of an Unforeseeable Emergency. If a Participant's Separation from Service occurs after a request is approved in accordance with this Section 5.6.3, but prior to distribution of the full amount approved, the approval of the request shall be automatically null and void and the benefits which the Participant is entitled to receive under the Plan shall be distributed in accordance with the applicable distribution provisions of the Plan.

5.6.4 The Committee may from time to time adopt additional policies or rules consistent with the requirements of Section 409A of the Code to govern the manner in which such distributions may be made so that the Plan may be conveniently administered.

Section 6. Vesting:

A Participant shall be fully vested in the portion of his Deferred Compensation Account attributable to Participant Deferral Credits, and all income, gains and losses attributable thereto. A Participant shall become fully vested in the portion of his Deferred Compensation Account attributable to Employer Credits, and income, gains and losses attributable thereto, in accordance with the vesting schedule and provisions designated by the Employer in the Adoption Agreement. If a Participant's Deferred Compensation Account is not fully vested upon Separation from Service, the portion of the Deferred Compensation Account that is not fully vested shall thereupon be forfeited.

Section 7. Distribution Rules:

7.1 Payment Options. The Employer shall designate in the Adoption Agreement the payment options which may be elected by the Participant (lump sum, annual installments, or a combination of both). Different payment options may be made available for each Qualifying Distribution Event, and different payment options may be available for different types of Separations from Service, all as designated in the Adoption Agreement. The Participant shall elect in the Participation Agreement the method under which the vested balance in the Deferred Compensation Account will be distributed from among the

designated payment options. The Participant may at such time elect a different method of payment for each Qualifying Distribution Event as specified in the Adoption Agreement. If the Participant is permitted by the Employer in the Adoption Agreement to elect different payment options and does not make a valid election, the vested balance in the Deferred Compensation Account will be distributed as a lump sum.

Notwithstanding the foregoing, if certain Qualifying Distribution Events occur prior to the date on which the vested balance of a Participant's Deferred Compensation Account is completely paid pursuant to this Section 7.1 following the occurrence of certain initial Qualifying Distribution Events, the following rules apply:

7.1.1 If the initial Qualifying Distribution Event is a Separation from Service or Disability, and the Participant subsequently dies, the remaining unpaid vested balance of a Participant's Deferred Compensation Account shall be paid as a lump sum.

7.1.2 If the initial Qualifying Distribution Event is a Change in Control Event, and any subsequent Qualifying Distribution Event occurs (except an In-Service or Education Distribution described in Section 2.29(iv)), the remaining unpaid vested balance of a Participant's Deferred Compensation Account shall be paid as provided under Section 7.1 for payments on such subsequent Qualifying Distribution Event.

7.2 **Timing of Payments.** Payment shall be made in the manner elected by the Participant and shall commence as soon as practicable after (but no later than 60 days after) the distribution date elected for the Qualifying Distribution Event. In the event the Participant fails to make a valid election of the payment method, the distribution will be made in a single lump sum payment as soon as practicable after (but no later than 60 days after) the Qualifying Distribution Event. A payment may be further delayed to the extent permitted in accordance with regulations and guidance under Section 409A of the Code.

7.3 **Installment Payments.** If the Participant elects to receive installment payments upon a Qualifying Distribution Event, the payment of each annual installment shall be made on the anniversary of the date of the first installment payment, and the amount of the annual installment shall be adjusted on such anniversary for credits or debits to the Participant's account pursuant to Section 8 of the Plan. Such adjustment shall be made by dividing the balance in the Deferred Compensation Account on such date by the number of annual installments remaining to be paid hereunder; provided that the last annual installment due under the Plan shall be the entire amount credited to the Participant's account on the date of payment.

7.4 **De Minimis Amounts.** Notwithstanding any payment election made by the Participant, if the Employer designates a pre-determined de minimis amount in the Adoption Agreement, the vested balance in the Deferred Compensation Account of the Participant will be distributed in a single lump sum payment if at the time of a permitted Qualifying Distribution Event the vested balance does not exceed such pre-determined de minimis amount; provided, however, that such distribution will be made only where the Qualifying Distribution Event is a Separation from Service, death, Disability (if applicable) or Change in Control Event (if applicable). Such payment shall be made on or before the later of (i) December 31 of the calendar year in which the Qualifying Distribution Event occurs, or (ii) the date that is 2-1/2 months after the Qualifying Distribution Event occurs. In addition, the Employer may distribute a Participant's vested balance at any time if the balance does not exceed the limit in Section 402(g)(1)(B) of the Code and results in the termination of the Participant's entire interest in the Plan as provided under Section 409A of the Code.

7.5 **Subsequent Elections.** With the consent of the Committee, a Participant may delay or change the method of payment of the Deferred Compensation Account subject to the following requirements:

7.5.1 The new election may not take effect until at least 12 months after the date on which the new election is made.

7.5.2 If the new election relates to a payment for a Qualifying Distribution Event other than the death of the Participant, the Participant becoming Disabled, or an Unforeseeable Emergency, the new election must provide for the deferral of the payment for a period of at least five years from the date such payment would otherwise have been made.

7.5.3 If the new election relates to a payment from the In-Service or Education Account, the new election must be made at least 12 months prior to the date of the first scheduled payment from such account.

For purposes of this Section 7.5 and Section 7.6, a payment is each separately identified amount to which the Participant is entitled under the Plan; provided, that entitlement to a series of installment payments is treated as the entitlement to a single payment.

7.6 **Acceleration Prohibited.** The acceleration of the time or schedule of any payment due under the Plan is prohibited except as expressly provided in regulations and administrative guidance promulgated under Section 409A of the Code (such as accelerations for domestic relations orders and employment taxes). It is not an acceleration of the time or schedule of payment if the Employer waives or accelerates the vesting requirements applicable to a benefit under the Plan.

Section 8. Accounts; Deemed Investment; Adjustments to Account:

8.1 **Accounts.** The Committee shall establish a book reserve account, entitled the "Deferred Compensation Account," on behalf of each Participant. The Committee shall also establish an In-Service or Education Account as a part of the Deferred Compensation Account of each Participant, if applicable. The amount credited to the Deferred Compensation Account shall be adjusted pursuant to the provisions of Section 8.3.

8.2 **Deemed Investments.** The Deferred Compensation Account of a Participant shall be credited with an investment return determined as if the account were invested in one or more investment funds made available by the Committee. The Participant shall elect the investment funds in which his Deferred Compensation Account shall be deemed to be invested. Such election shall be made in the manner prescribed by the Committee and shall take effect upon the entry of the Participant into the Plan. The investment election of the Participant shall remain in effect until a new election is made by the Participant. In the event the Participant fails for any reason to make an effective election of the investment return to be credited to his account, the investment return shall be determined by the Committee.

8.3 **Adjustments to Deferred Compensation Account.** With respect to each Participant who has a Deferred Compensation Account under the Plan, the amount credited to such account shall be adjusted by the following debits and credits, at the times and in the order stated:

8.3.1 The Deferred Compensation Account shall be debited each business day with the total amount of any payments made from such account since the last preceding business day to him or for his benefit.

8.3.2 The Deferred Compensation Account shall be credited on each Crediting Date with the total amount of any Participant Deferral Credits and Employer Credits to such account since the last preceding Crediting Date.

8.3.3 The Deferred Compensation Account shall be credited or debited on each day securities are traded on a national stock exchange with the amount of deemed investment gain or loss resulting from the performance of the investment funds elected by the Participant in accordance with Section 8.2. The amount of such deemed investment gain or loss shall be determined by the Committee and such determination shall be final and conclusive upon all concerned.

Section 9. Administration by Committee:

9.1 Membership of Committee. If the Committee consists of individuals appointed by the Board, they will serve at the pleasure of the Board. Any member of the Committee may resign, and his successor, if any, shall be appointed by the Board.

9.2 General Administration. The Committee shall be responsible for the operation and administration of the Plan and for carrying out its provisions. The Committee shall have the full authority and discretion to make, amend, interpret, and enforce all appropriate rules and regulations for the administration of this Plan and decide or resolve any and all questions, including interpretations of this Plan, as may arise in connection with this Plan. Any such action taken by the Committee shall be final and conclusive on any party. To the extent the Committee has been granted discretionary authority under the Plan, the Committee's prior exercise of such authority shall not obligate it to exercise its authority in a like fashion thereafter. The Committee shall be entitled to rely conclusively upon all tables, valuations, certificates, opinions and reports furnished by any actuary, accountant, controller, counsel or other person employed or engaged by the Employer with respect to the Plan. The Committee may, from time to time, employ agents and delegate to such agents, including employees of the Employer, such administrative or other duties as it sees fit.

9.3 Indemnification. To the extent not covered by insurance, the Employer shall indemnify the Committee, each employee, officer, director, and agent of the Employer, and all persons formerly serving in such capacities, against any and all liabilities or expenses, including all legal fees relating thereto, arising in connection with the exercise of their duties and responsibilities with respect to the Plan, provided however that the Employer shall not indemnify any person for liabilities or expenses due to that person's own gross negligence or willful misconduct

Section 10. Contractual Liability:

10.1 Contractual Liability. Unless otherwise elected in the Adoption Agreement, the Company shall be obligated to make all payments hereunder. This obligation shall constitute a contractual liability of the Company to the Participants, and such payments shall be made from the general funds of the Company. The Company shall not be required to establish or maintain any special or separate fund, or otherwise to segregate assets to assure that such payments shall be made, and the Participants shall not have any interest in any particular assets of the Company by reason of its obligations hereunder. To the extent that any person acquires a right to receive payment from the Company, such right shall be no greater than the right of an unsecured creditor of the Company.

10.2 Trust. The Employer may establish a trust to assist it in meeting its obligations under the Plan. Any such trust shall conform to the requirements of a grantor trust under Revenue Procedures 92-64 and 92-65 and at all times during the continuance of the trust the principal and income of the trust shall be subject to claims of general creditors of the Employer under federal and state law. The establishment of such a trust would not be intended to cause Participants to realize current income on amounts contributed thereto, and the trust would be so interpreted and administered.

Section 11. Allocation of Responsibilities:

The persons responsible for the Plan and the duties and responsibilities allocated to each are as follows:

11.1 Board.

- (i) To amend the Plan;
- (ii) To appoint and remove members of the Committee; and
- (iii) To terminate the Plan as permitted in Section 14.

11.2 Committee.

- (i) To designate Participants;
- (ii) To interpret the provisions of the Plan and to determine the rights of the Participants under the Plan, except to the extent otherwise provided in Section 16 relating to claims procedure;
- (iii) To administer the Plan in accordance with its terms, except to the extent powers to administer the Plan are specifically delegated to another person or persons as provided in the Plan;
- (iv) To account for the amount credited to the Deferred Compensation Account of a Participant;
- (v) To direct the Employer in the payment of benefits;
- (vi) To file such reports as may be required with the United States Department of Labor, the Internal Revenue Service and any other government agency to which reports may be required to be submitted from time to time; and
- (vii) To administer the claims procedure to the extent provided in Section 16.

Section 12. Benefits Not Assignable; Facility of Payments:

12.1 Benefits Not Assignable. No portion of any benefit credited or paid under the Plan with respect to any Participant shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, and any attempt so to anticipate, alienate, sell, transfer, assign, pledge, encumber or charge the same shall be void, nor shall any portion of such benefit be in any manner payable to any assignee, receiver or any one trustee, or be liable for his debts, contracts, liabilities, engagements or torts. Notwithstanding the foregoing, in the event that all or any portion of the benefit of a Participant is transferred to the former Spouse of the Participant incident to a divorce, the Committee shall maintain such amount for the benefit of the former Spouse until distributed in the manner required by an order of any court having jurisdiction over the divorce, and the former Spouse shall be entitled to the same rights as the Participant with respect to such benefit.

12.2 Plan-Approved Domestic Relations Orders. The Committee shall establish procedures for determining whether an order directed to the Plan is a Plan-Approved Domestic Relations Order. If the Committee determines that an order is a Plan-Approved Domestic Relations Order, the Committee shall cause the payment of amounts pursuant to or segregate a separate account as provided by (and to prevent any payment or act which might be inconsistent with) the Plan-Approved Domestic Relations Order.

12.3 Payments to Minors and Others. If any individual entitled to receive a payment under the Plan shall be physically, mentally or legally incapable of receiving or acknowledging receipt of such payment, the Committee, upon the receipt of satisfactory evidence of his incapacity and satisfactory evidence that another person or institution is maintaining him and that no guardian or committee has been appointed for him, may cause any payment otherwise payable to him to be made to such person or institution so maintaining him. Payment to such person or institution shall be in full satisfaction of all claims by or through the Participant to the extent of the amount thereof.

Section 13. Beneficiary:

The Participant's beneficiary shall be the person, persons, entity or entities designated by the Participant on the beneficiary designation form provided by and filed with the Committee or its designee. If the Participant does not designate a beneficiary, the beneficiary shall be his Surviving Spouse. If the Participant does not designate a beneficiary and has no Surviving Spouse, the beneficiary shall be the Participant's estate. The designation of a beneficiary may be changed or revoked only by filing a new beneficiary designation form with the Committee or its designee. If a beneficiary (the "primary beneficiary") is receiving or is entitled to receive payments under the Plan and dies before receiving all of the payments due him, the balance to which he is entitled shall be paid to the contingent beneficiary, if any, named in the Participant's current beneficiary designation form. If there is no contingent beneficiary, the balance shall be paid to the estate of the primary beneficiary. Any beneficiary may disclaim all or any part of any benefit to which such beneficiary shall be entitled hereunder by filing a written disclaimer with the Committee before payment of such benefit is to be made. Such a disclaimer shall be made in a form satisfactory to the Committee and shall be irrevocable when filed. Any benefit disclaimed shall be payable from the Plan in the same manner as if the beneficiary who filed the disclaimer had predeceased the Participant.

Section 14. Amendment and Termination of Plan:

The Company may amend any provision of the Plan or terminate the Plan at any time; provided, that in no event shall such amendment or termination reduce the balance in any Participant's Deferred Compensation Account as of the date of such amendment or termination, nor shall any such amendment affect the terms of the Plan relating to the payment of such Deferred Compensation Account. Notwithstanding the foregoing, the following special provisions shall apply:

14.1 Termination in the Discretion of the Employer. Except as otherwise provided in Sections 14.2, the Company in its discretion may terminate the Plan and distribute benefits to Participants subject to the following requirements and any others specified under Section 409A of the Code:

14.1.1 All arrangements sponsored by the Employer that would be aggregated with the Plan under Section 1.409A-1(c) of the Treasury Regulations are terminated.

14.1.2 No payments other than payments that would be payable under the terms of the Plan if the termination had not occurred are made within 12 months of the termination date.

14.1.3 All benefits under the Plan are paid within 24 months of the termination date.

14.1.4 The Employer does not adopt a new arrangement that would be aggregated with the Plan under Section 1.409A-1(c) of the Treasury Regulations providing for the deferral of compensation at any time within 3 years following the date of termination of the Plan.

14.1.5 The termination does not occur proximate to a downturn in the financial health of the Employer.

14.2 Termination Upon Change in Control Event. If the Company terminates the Plan within thirty days preceding or twelve months following a Change in Control Event, the Deferred Compensation Account of each Participant shall become fully vested and payable to the Participant in a lump sum within twelve months following the date of termination, subject to the requirements of Section 409A of the Code.

Section 15. Communication to Participants:

The Employer shall make a copy of the Plan available for inspection by Participants and their beneficiaries during reasonable hours at the principal office of the Employer.

Section 16. Claims Procedure:

The following claims procedure shall apply with respect to the Plan:

16.1 Filing of a Claim for Benefits. If a Participant or Beneficiary (the "claimant") believes that he is entitled to benefits under the Plan which are not being paid to him or which are not being accrued for his benefit, he shall file a written claim therefore with the Committee.

16.2 Notification to Claimant of Decision. Within 90 days after receipt of a claim by the Committee (or within 180 days if special circumstances require an extension of time), the Committee shall notify the claimant of the decision with regard to the claim. In the event of such special

circumstances requiring an extension of time, there shall be furnished to the claimant prior to expiration of the initial 90-day period written notice of the extension, which notice shall set forth the special circumstances and the date by which the decision shall be furnished. If such claim shall be wholly or partially denied, notice thereof shall be in writing and worded in a manner calculated to be understood by the claimant, and shall set forth: (i) the specific reason or reasons for the denial; (ii) specific reference to pertinent provisions of the Plan on which the denial is based; (iii) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and (iv) an explanation of the procedure for review of the denial and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under ERISA following an adverse benefit determination on review. Notwithstanding the foregoing, if the claim relates to a disability determination, the Committee shall notify the claimant of the decision within 45 days (which may be extended for an additional 30 days if required by special circumstances).

16.3 Procedure for Review. Within 60 days following receipt by the claimant of notice denying his claim, in whole or in part, or, if such notice shall not be given, within 60 days following the latest date on which such notice could have been timely given, the claimant may appeal denial of the claim by filing a written application for review with the Committee. Following such request for review, the Committee shall fully and fairly review the decision denying the claim. Prior to the decision of the Committee, the claimant shall be given an opportunity to review pertinent documents and to submit issues and comments in writing.

16.4 Decision on Review. The decision on review of a claim denied in whole or in part by the Committee shall be made in the following manner:

16.4.1 Within 60 days following receipt by the Committee of the request for review (or within 120 days if special circumstances require an extension of time), the Committee shall notify the claimant in writing of its decision with regard to the claim. In the event of such special circumstances requiring an extension of time, written notice of the extension shall be furnished to the claimant prior to the commencement of the extension. Notwithstanding the foregoing, if the claim relates to a disability determination, the Committee shall notify the claimant of the decision within 45 days (which may be extended for an additional 45 days if required by special circumstances).

16.4.2 With respect to a claim that is denied in whole or in part, the decision on review shall set forth specific reasons for the decision, shall be written in a manner calculated to be understood by the claimant, and shall set forth:

- (i) the specific reason or reasons for the adverse determination;
- (ii) specific reference to pertinent Plan provisions on which the adverse determination is based;
- (iii) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; and
- (iv) a statement describing any voluntary appeal procedures offered by the Plan and the claimant's right to obtain the information about such procedures, as well as a statement of the claimant's right to bring an action under ERISA section 502(a).

16.4.3 The decision of the Committee shall be final and conclusive.

16.5 Action by Authorized Representative of Claimant. All actions set forth in this Section 16 to be taken by the claimant may likewise be taken by a representative of the claimant duly authorized by him to act in his behalf on such matters. The Committee may require such evidence as either may reasonably deem necessary or advisable of the authority to act of any such representative.

Section 17. Miscellaneous Provisions:

17.1 Set off. Notwithstanding any other provision of this Plan, the Employer may reduce the amount of any payment otherwise payable to or on behalf of a Participant hereunder (net of any required withholdings) at the time payment is due by the amount of any loan, cash advance, extension of credit or other obligation of the Participant to the Employer that is then due and payable, and the Participant shall be deemed to have consented to such reduction. In addition, the Employer may at any time offset a Participant's Deferral Compensation Account by an amount up to \$5,000 to collect any such amount in accordance with the requirements of Section 409A of the Code.

17.2 Notices. Each Participant who is not in Service and each Beneficiary shall be responsible for furnishing the Committee or its designee with his current address for the mailing of notices and benefit payments. Any notice required or permitted to be given to such Participant or Beneficiary shall be deemed given if directed to such address and mailed by regular United States mail, first class, postage prepaid. If any check mailed to such address is returned as undeliverable to the addressee, mailing of checks will be suspended until the Participant or Beneficiary furnishes the proper address. This provision shall not be construed as requiring the mailing of any notice or notification otherwise permitted to be given by posting or by other publication.

17.3 Lost Distributees. A benefit shall be deemed forfeited if the Committee is unable to locate the Participant or Beneficiary to whom payment is due on or before the fifth anniversary of the date payment is to be made or commence; provided, that the deemed investment rate of return pursuant to Section 8.2 shall cease to be applied to the Participant's account following the first anniversary of such date; provided further, however, that such benefit shall be reinstated if a valid claim is made by or on behalf of the Participant or Beneficiary for all or part of the forfeited benefit.

17.4 Reliance on Data. The Employer and the Committee shall have the right to rely on any data provided by the Participant or by any Beneficiary. Representations of such data shall be binding upon any party seeking to claim a benefit through a Participant, and the Employer and the Committee shall have no obligation to inquire into the accuracy of any representation made at any time by a Participant or Beneficiary.

17.5 Receipt and Release for Payments. Subject to the provisions of Section 17.1, any payment made from the Plan to or with respect to any Participant or Beneficiary, or pursuant to a disclaimer by a Beneficiary, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Plan and the Employer with respect to the Plan. The recipient of any payment from the Plan may be required by the Committee, as a condition precedent to such payment, to execute a receipt and release with respect thereto in such form as shall be acceptable to the Committee.

17.6 Headings. The headings and subheadings of the Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

17.7 Continuation of Employment. The establishment of the Plan shall not be construed as conferring any legal or other rights upon any Employee or any persons for continuation of employment, nor shall it interfere with the right of the Employer to discharge any Employee or to deal with him without regard to the effect thereof under the Plan.

17.8 Merger or Consolidation; Assumption of Plan. No Employer shall consolidate or merge into or with another corporation or entity, or transfer all or substantially all of its assets to another corporation, partnership, trust or other entity (a "Successor Entity") unless such Successor Entity shall assume the rights, obligations and liabilities of the Employer under the Plan and upon such assumption, the Successor Entity shall become obligated to perform the terms and conditions of the Plan. Nothing herein shall prohibit the assumption of the obligations and liabilities of the Employer under the Plan by any Successor Entity.

17.9 Construction. The Employer shall designate in the Adoption Agreement the state according to whose laws the provisions of the Plan shall be construed and enforced, except to the extent that such laws are superseded by ERISA and the applicable requirements of the Code.

17.10 Taxes. The Employer or other payor may withhold a benefit payment under the Plan or a Participant's wages, or the Employer may reduce a Participant's Account balance, in order to meet any federal, state, or local or employment tax withholding obligations with respect to Plan benefits, as permitted under Section 409A of the Code. The Employer or other payor shall report Plan payments and other Plan-related information to the appropriate governmental agencies as required under applicable laws.

Section 18. Transition Rules:

This Section 18 does not apply to plans newly established on or after January 1, 2009.

18.1 2005 Election Termination. Notwithstanding Section 4.1.4, at any time during 2005, a Participant may terminate a Participation Agreement, or modify a Participation Agreement to reduce the amount of Compensation subject to the deferral election, so long as the Compensation subject to the terminated or modified Participation Agreement is includible in the income of the Participant in 2005 or, if later, in the taxable year in which the amounts are earned and vested.

18.2 2005 Deferral Election. The requirements of Section 4.1.2 relating to the timing of the Participation Agreement shall not apply to any deferral elections made on or before March 15, 2005, provided that (a) the amounts to which the deferral election relate have not been paid or become payable at the time of the election, (b) the Plan was in existence on or before December 31, 2004, (c) the election to defer compensation is made in accordance with the terms of the Plan as in effect on December 31, 2005 (other than a requirement to make a deferral election after March 15, 2005), and (d) the Plan is otherwise operated in accordance with the requirements of Section 409A of the Code.

18.3 2005 Termination of Participation; Distribution. Notwithstanding anything in this Plan to the contrary, at any time during 2005, a Participant may terminate his or her participation in the Plan and receive a distribution of his Deferred Compensation Account balance on account of that termination, so long as the full amount of such distribution is includible in the Participant's income in 2005 or, if later, in the taxable year of the Participant in which the amount is earned and vested.

18.4 Payment Elections. Notwithstanding the provisions of Sections 7.1 or 7.5 of the Plan, a Participant may elect on or before December 31, 2008, the time or form of payment of amounts subject to Section 409A of the Code provided that such election applies only to amounts that would not otherwise be payable in the year of the election and does not cause an amount to be paid in the year of the election that would not otherwise be payable in such year.

FIRST AMENDMENT TO THE

CHS NQDCP

WHEREAS, CHS/Community Health Systems, Inc. (the "Company") has previously established and currently maintains the CHS NQDCP Plan (the "Plan"); and

WHEREAS, the Company has retained the right to amend the Plan in Section 14 of the Plan; and

WHEREAS, the Company desires to amend the Plan to not allow for assignments pursuant to domestic relations orders, effective as of April 1, 2009; and

NOW, THEREFORE, the Plan is hereby amended in the following respects:

1. Effective as of April 1, 2009, the text of Section 2.27 shall be deleted and shall instead be marked "Reserved."
2. Effective as of April 1, 2009, the last sentence of Section 12.1 shall be deleted.
3. Effective as of April 1, 2009, Section 12.2 shall be deleted and Section 12.3 shall be renumbered as Section 12.2.
4. Except as otherwise provided in this First Amendment, the Plan shall remain in full force and effect.

SIGNED this 31st day of March, 2009, effective as of the dates set forth herein.

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ Rachel A. Seifert

Title: Senior Vice President

NOTE: Execution of this Adoption Agreement creates a legal liability of the Employer with significant tax consequences to the Employer and Participants. The Employer should obtain legal and tax advice from its professional advisors before adopting the Plan. Principal Life Insurance Company disclaims all liability for the legal and tax consequences which result from the elections made by the Employer in this Adoption Agreement.

Principal Life Insurance Company, Raleigh, NC 27612
A member of the Principal Financial Group®

THE EXECUTIVE NONQUALIFIED "EXCESS" PLAN

ADOPTION AGREEMENT

THIS AGREEMENT is the adoption by **CHS/Community Health Systems, Inc.** (the "Company") of the CHS/Community Health Systems, Inc. Nonqualified Deferred Compensation Plan ("Plan").

WITNESSETH:

WHEREAS, the Company desires to adopt the Plan as an unfunded, nonqualified deferred compensation plan; and

WHEREAS, the provisions of the Plan are intended to comply with the requirements of Section 409A of the Code and the regulations thereunder and shall apply to amounts subject to section 409A; and

WHEREAS, the Company has been advised by Principal Life Insurance Company to obtain legal and tax advice from its professional advisors before adopting the Plan,

NOW, THEREFORE, the Company hereby adopts the Plan in accordance with the terms and conditions set forth in this Adoption Agreement:

ARTICLE I

Terms used in this Adoption Agreement shall have the same meaning as in the Plan, unless some other meaning is expressly herein set forth. The Employer hereby represents and warrants that the Plan has been adopted by the Employer upon proper authorization and the Employer hereby elects to adopt the Plan for the benefit of its Participants as referred to in the Plan. By the execution of this Adoption Agreement, the Employer hereby agrees to be bound by the terms of the Plan.

ARTICLE II

The Employer hereby makes the following designations or elections for the purpose of the Plan:

2.6 Committee: The duties of the Committee set forth in the Plan shall be satisfied by:

- (a) Company
- (b) The administrative committee appointed by the Board to serve at the pleasure of the Board.
- (c) Board.
- (d) Other (specify): **CHS/Community Health Systems, Inc. Retirement Committee.**

2.8 Compensation: The "Compensation" of a Participant shall mean all of a Participant's:

- (a) Base salary.
- (b) Service Bonus.
- (c) Performance-Based Compensation earned in a period of 12 months or more.
- (d) Commissions.
- (e) Compensation received as an Independent Contractor reportable on Form 1099.
- (f) Other: **Bonus**

2.9 Crediting Date: The Deferred Compensation Account of a Participant shall be credited with the amount of any Participant Deferral to such account at the time designated below:

- ___ (a) The last business day of each Plan Year.
- ___ (b) The last business day of each calendar quarter during the Plan Year.
- ___ (c) The last business day of each month during the Plan Year.
- ___ (d) The last business day of each payroll period during the Plan Year.
- ___ (e) Each pay day as reported by the Employer.
- XX** (f) Any business day on which Participant Deferrals are received by the administrative recordkeeper.
- ___ (g) Other: _____.

2.13 Effective Date:

- ___ (a) This is a newly-established Plan, and the Effective Date of the Plan is _____.
- XX** (b) This is an amendment and restatement of a plan named **Triad Hospitals, Inc. Deferred Compensation Plan** with an effective date of **January 1, 2005**, an amendment and restatement of a plan named **Quorum Nonqualified Retirement Plan** with an effective date of **July 1, 1994**, an amendment and restatement of a plan named **River Region Physicans' Nonqualified Retirement Plan** with an effective date of **November 1, 1994**, an amendment and restatement of a plan named **Kosciusko Physicans' Nonqualified Retirement Plan** with an effective date of **February 1, 1999**, an amendment and restatement of a plan named **Mary Black Health Systems, LLC Nonqualified Retirement Plan** with an effective date of **July 1, 1996** and an amendment and restatement of a plan named **CHS NQDCP** with an effective date of **November 1, 2008**. The Effective Date of this amended and restated Plan is **September 1, 2009**.
- XX** (i) All amounts in Deferred Compensation Accounts shall be subject to the provisions of this amended and restated Plan.
- ___ (ii) Any Grandfathered Amounts shall be subject to the Plan rules in effect on October 3, 2004.

2.20 Normal Retirement Age: The Normal Retirement Age of a Participant shall be:

- ___ (a) Age ___.
- ___ (b) The later of age ___ or the _____ anniversary of the participation commencement date. The participation commencement date is the first day of the first Plan Year in which the Participant commenced participation in the Plan.
- XX** (c) Other: **The later of age 65 or age 55 and 10 Years of Service based on Section 6(f)(1).**

2.23 Participating Employer(s): As of the Effective Date, the following Participating Employer(s) are parties to the Plan:

<u>Name of Employer</u>	<u>Address</u>	<u>Telephone No.</u>	<u>EIN</u>
CHS/Community Health Systems, Inc.	4000 Meridian Blvd. Franklin, TN 37067	615-465-7000	76-0137985

2.26 Plan: The name of the Plan is
CHS NQDCP.

2.28 Plan Year: The Plan Year shall end each year on the last day of the month of **December**.

2.30 Seniority Date: The date on which a Participant has:

- ___ (a) Attained age ___.

- ___ (b) Completed ___ Years of Service from First Date of Service.
- ___ (c) Attained age ___ and completed ___ Years of Service from First Date of Service.
- ___ (d) Attained an age as elected by the Participant.
- XX** (e) Attained age **65** or attained age **55** and completed **10** Years of Service from based on Section 6(f)(1).
- ___ (f) Not applicable – distribution elections for Separation from Service are not based on Seniority Date

4.1 Participant Deferral Credits: Subject to the limitations in Section 4.1 of the Plan, a Participant may elect to have his Compensation (as selected in Section 2.8 of this Adoption Agreement) deferred within the annual limits below by the following percentage or amount as designated in writing to the Committee:

- XX** (a) Base salary:
 - minimum deferral: _____%
 - maximum deferral : \$_____ or 75 %
- ___ (b) Service Bonus:
 - minimum deferral: _____%
 - maximum deferral : \$_____ or _____%
- ___ (c) Performance-Based Compensation:
 - minimum deferral: _____%
 - maximum deferral : \$_____ or _____%
- ___ (d) Commissions:
 - minimum deferral: _____%
 - maximum deferral : \$_____ or _____%
- ___ (e) Form 1099 Compensation:
 - minimum deferral: _____%
 - maximum deferral : \$_____ or _____%
- XX** (f) Other: **Bonus**
 - minimum deferral: _____%
 - maximum deferral : \$_____ or 100 %
- ___ (g) Participant deferrals not allowed.

4.2 Employer Credits: Employer Credits will be made in the following manner:

- XX** (a) **Employer Discretionary Credits:** The Employer may make discretionary credits to the Deferred Compensation Account of each Active Participant in an amount determined as follows:
 - XX** (i) An amount determined each Plan Year by the Employer.
 - ___ (ii) Other: _____.
- XX** (b) **Other Employer Credits:** The Employer may make other credits to the Deferred Compensation Account of each Active Participant in an amount determined as follows:
 - XX** (i) An amount determined each Plan Year by the Employer.
 - ___ (ii) Other: _____.
- ___ (c) Employer Credits not allowed.

- 5.2 **Disability of a Participant:**
- ___ (a) A Participant's becoming Disabled shall be a Qualifying Distribution Event and the Deferred Compensation Account shall be paid by the Employer as provided in Section 7.1.
- XX (b) A Participant becoming Disabled shall not be a Qualifying Distribution Event.
- 5.3 **Death of a Participant:** If the Participant dies while in Service, the Employer shall pay a benefit to the Beneficiary in an amount equal to the vested balance in the Deferred Compensation Account of the Participant determined as of the date payments to the Beneficiary commence, plus:
- ___ (a) An amount to be determined by the Committee.
- ___ (b) Other: _____.
- XX (c) No additional benefits.
- 5.4 **In-Service or Education Distributions:** In-Service and Education Accounts are permitted under the Plan:
- XX (a) In-Service Accounts are allowed with respect to:
- XX Participant Deferral Credits only. (*Effective 1/1/09*)
- ___ Employer Credits only.
- XX Participant Deferral and Employer Credits. (*Effective through 12/31/08*)
- In-service distributions may be made in the following manner:
- XX Single lump sum payment.
- XX Annual installments over a term certain not to exceed 3 years.
- Education Accounts are allowed with respect to:
- ___ Participant Deferral Credits only.
- ___ Employer Credits only.
- ___ Participant Deferral and Employer Credits.
- Education Accounts distributions may be made in the following manner:
- ___ Single lump sum payment.
- ___ Annual installments over a term certain not to exceed ___ years.
- If applicable, amounts not vested at the time payments due under this Section cease will be:
- ___ Forfeited
- ___ Distributed at Separation from Service if vested at that time
- (b) No In-Service or Education Distributions permitted.
- 5.5 **Change in Control Event:**
- ___ (a) Participants may elect upon initial enrollment to have accounts distributed upon a Change in Control Event.
- XX (b) A Change in Control shall not be a Qualifying Distribution Event.
- 5.6 **Unforeseeable Emergency Event:**
- XX (a) Participants may apply to have accounts distributed upon an Unforeseeable Emergency event.
- ___ (b) An Unforeseeable Emergency shall not be a Qualifying Distribution Event
6. **Vesting:** An Active Participant shall be fully vested in the Employer Credits made to the Deferred Compensation Account upon the first to occur of the following events:
- XX (a) Normal Retirement Age.

- XX (b) Death.
- ___ (c) Disability.
- ___ (d) Change in Control Event
- ___ (e) Other: _____.
- XX (f) Satisfaction of the vesting requirement as specified below:

XX Employer Discretionary Credits:

- ___ (i) Immediate 100% vesting.
- XX (ii) 100% vesting after 3 Years of Service.
- ___ (iii) 100% vesting at age ___.
- ___ (iv)

Number of Years of Service	Vested Percentage
Less than	
1	___%
1	___%
2	___%
3	___%
4	___%
5	___%
6	___%
7	___%
8	___%
9	___%
10 or more	___%

For this purpose, Years of Service of a Participant shall be calculated from the date designated below:

- XX (1) First Day of Service.
- ___ (2) Effective Date of Plan Participation.
- ___ (3) Each Crediting Date. Under this option (3), each Employer Credit shall vest based on the Years of Service of a Participant from the Crediting Date on which each Employer Discretionary Credit is made to his or her Deferred Compensation Account.

XX Other Employer Credits:

- ___ (i) Immediate 100% vesting.
- ___ (ii) 100% vesting after ___ Years of Service.
- ___ (iii) 100% vesting at age ___.
- XX (iv) As indicated by the Employer prior to the time of contribution and subject to approval of administration capability by Principal.
- ___ (v)

Number of Years of Service	Vested Percentage
Less than	
1	___%
1	___%
2	___%
3	___%
4	___%
5	___%
6	___%
7	___%
8	___%
9	___%
10 or more	___%

For this purpose, Years of Service of a Participant shall be calculated from the date designated below:

- ___ (1) First Day of Service.
- ___ (2) Effective Date of Plan Participation.

- ___ (3) Each Crediting Date. Under this option (3), each Employer Credit shall vest based on the Years of Service of a Participant from the Crediting Date on which each Employer Discretionary Credit is made to his or her Deferred Compensation Account.

7.1 Payment Options: Any benefit payable under the Plan upon a permitted Qualifying Distribution Event may be made to the Participant or his Beneficiary (as applicable) in any of the following payment forms, as selected by the Participant in the Participation Agreement:

(a) Separation from Service prior to Seniority Date, or Separation from Service if Seniority Date is Not Applicable

- (i) A lump sum.
___ (ii) Annual installments over a term certain as elected by the Participant not to exceed ___ years.
___ (iii) Other: _____.

(b) Separation from Service on or After Seniority Date, If Applicable

- (i) A lump sum.
 (ii) Annual installments over a term certain as elected by the Participant not to exceed **15** years.
___ (iii) Other: _____.

(c) Separation from Service Upon a Change in Control Event

- ___ (i) A lump sum.
___ (ii) Annual installments over a term certain as elected by the Participant not to exceed ___ years.
 (iii) Other: **Not Applicable.**

(d) Death

- (i) A lump sum.
___ (ii) Annual installments over a term certain as elected by the Participant not to exceed ___ years.
___ (iii) Other: _____.

(e) Disability

- ___ (i) A lump sum.
___ (ii) Annual installments over a term certain as elected by the Participant not to exceed ___ years.
___ (iii) Other: _____.
 (iv) Not applicable.

If applicable, amounts not vested at the time payments due under this Section cease will be:

- ___ Forfeited
___ Distributed at Separation from Service if vested at that time

(f) Change in Control Event

- ___ (i) A lump sum.
___ (ii) Annual installments over a term certain as elected by the Participant not to exceed ___ years.
___ (iii) Other:
 (iv) Not applicable.

If applicable, amounts not vested at the time payments due under this Section cease will be:

- ___ Forfeited
___ Distributed at Separation from Service if vested at that time

7.4 De Minimis Amounts.

- ___ (a) Notwithstanding any payment election made by the Participant, the vested balance in the Deferred Compensation Account of the Participant will be distributed in a single lump sum payment at the time

designated under the Plan if at the time of a permitted Qualifying Distribution Event that is either a Separation from Service, death, Disability (if applicable) or Change in Control Event (if applicable) the vested balance does not exceed _____. In addition, the Employer may distribute a Participant's vested balance at any time if the balance does not exceed the limit in Section 402(g)(1)(B) of the Code and results in the termination of the Participant's entire interest in the Plan

- XX (b) There shall be no pre-determined de minimis amount under the Plan; however, the Employer may distribute a Participant's vested balance at any time if the balance does not exceed the limit in Section 402(g)(1)(B) of the Code and results in the termination of the Participant's entire interest in the Plan.

10.1 Contractual Liability: Liability for payments under the Plan shall be the responsibility of the:

- XX (a) Company.
- ___ (b) Employer or Participating Employer who employed the Participant when amounts were deferred.

14. Amendment and Termination of Plan: Notwithstanding any provision in this Adoption Agreement or the Plan to the contrary, Sections 2.23, 2.8, 4.1 and 7.1(b) of the Plan shall be amended to read as provided in attached Exhibit A, and Section 4.1.2 of the Plan shall be amended to read as provided in attached Exhibit B.

17.9 Construction: The provisions of the Plan shall be construed and enforced according to the laws of the State of **Tennessee**, except to the extent that such laws are superseded by ERISA and the applicable provisions of the Code.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year stated below.

CHS/Community Health Systems, Inc.
Name of Employer

By: /s/ James W. Doucette
Authorized Person
Date: 8/11/09

Exhibit A

Section 2.8

Notwithstanding Section 2.8 of the Adoption Agreement, Section 2.8 of the Plan, or any other terms of the Adoption Agreement or Plan to the contrary, "Compensation" of a Participant shall mean Base salary and Service Bonus attributable to wages, salaries, and fees for professional services and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer to the extent the amounts are includible in gross income (including, but not limited to, commissions paid salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses). Compensation shall also include all of the following types of elective contributions and all of the following types of deferred compensation: elective contributions that are made by the Employer on behalf of a Participant that are not includible in gross income under Code Sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), and 403(b).

However, Compensation shall exclude all of the following items (even if includible in gross income): reimbursements or other expense allowances, fringe benefits (cash and non-cash), moving expenses, and welfare benefits. In addition, Compensation shall also exclude the following: (a) amounts realized from the exercise of a nonqualified stock option, or when restricted stock (or property) held by the Participant either becomes freely transferable or is no longer subject to a substantial risk of forfeiture; (b) amounts realized from the sale, exchange or other disposition of stock acquired under an incentive stock option; (c) other amounts that received special tax benefits (whether or not the amounts are actually excludable from the gross income of the Participant) unless specifically included above; (d) amounts received as severance pay; and (e) amounts received after severance from employment, provided, however, that Compensation shall include Post-Severance Compensation.

"Post-Severance Compensation" means payments made within 2 ½ months after severance from employment (within the meaning of Code Section 401(k)(2)(B)(i)(I)) if they are payments that, absent a severance from employment, would have been paid to the Employee while the Employee continued in employment with the Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation, and payments for accrued bona fide sick, vacation or other leave, but only if the Employee would have been able to use the leave if employment had continued. Any payments not described above are not considered compensation if paid after severance from employment, even if they are paid within 2 ½ months following severance from employment, except for payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

Section 2.23

Notwithstanding Section 2.23 of the Adoption Agreement, Sections 2.15, 2.23, and 2.24 of the Plan, or any other terms of the Adoption Agreement or Plan to the contrary, a "Participating Employer" shall include any corporation that is a member of a controlled group of corporations (as defined in Code Section 414(b)) that includes the Company; any trade or business (whether or not incorporated) that is under common control (as defined in Code Section 414(c)) with the Company; any organization (whether or not incorporated) that is a member of an affiliated service group (as defined in Code Section 414(m)) which includes the Company; and any other entity required to be aggregated with the Company under Code Section 414(o), regardless of whether such corporation, trade or business, organization, or entity formally adopts the Plan.

Section 4.1

Notwithstanding Section 4.1 of the Adoption Agreement, Section 4.1 of the Plan, or any other terms of the Adoption Agreement or Plan to the contrary, with respect to a Participant who elects to defer Compensation made with respect to plan years commencing prior to January 1, 2009, the minimum deferral shall be \$2,000.

Section 7.1(b)

Notwithstanding Section 7.1(b) of the Adoption Agreement, Section 7.1 or 7.3 of the Plan, or any other terms of the Adoption Agreement or Plan to the contrary, the minimum number of years with respect to annual installments payment option shall be two (2) years with respect to plan years commencing prior to January 1, 2009.

EXHIBIT B
TO
THE ADOPTION AGREEMENT FOR THE
EXECUTIVE NONQUALIFIED EXCESS PLAN

In accordance with Section 14 of the Adoption Agreement (the "AA") for the Executive Nonqualified Excess Plan as adopted for the CHS NQDCP (the "Plan"), which permits CHS/Community Health Systems, Inc., as sponsor of the Plan, to amend the terms of the AA and the Plan, CHS/Community Health Systems, Inc. hereby adopts this Exhibit B to the AA concurrently with the adoption of the Plan. All other provisions of the Plan and AA remain in force and unamended.

- 1. Section 4.1.2 of the Plan shall be amended by deleting the final sentence thereto and replacing it with the following sentence:**

The election of a Participant shall be effective only with respect to the calendar year credits on account of which the election is made.

GUARANTEE

This Guarantee, dated December 9, 2009, is made by Community Health Systems, Inc. (“CHS”), a Delaware corporation, in favor of its wholly owned subsidiary CHS/Community Health Systems, Inc. (the “Company”), a Delaware corporation, with regard to the payment obligations of the Company under the CHS NQDCP (the “NQDCP”) and CHS/Community Health Systems, Inc. Deferred Compensation Plan (the “DCP”) (collectively, the “Plans”).

WITNESSETH

WHEREAS the Company sponsors the Plans and maintains certain payment obligations under the Plans; and

WHEREAS, CHS desires to guarantee the payment obligations of the Company under the Plans;

NOW THEREFORE, for good and valuable consideration, CHS agrees as follows:

1. Guarantee. CHS absolutely, unconditionally and irrevocably guarantees to the Company the payments required to be made by the Company under the Plans.

a. NQDCP. Without limiting the foregoing, with respect to the NQDCP, CHS guarantees the payment to Participants and Beneficiaries of amounts credited, or required to be credited, including Participant Deferral Credits and Employer Credits to the Participants’ Deferred Compensation Account and In-Service Account in whatever form of payment option permitted under the NQDCP. The obligation of CHS shall be in addition to the obligation of the Company under Section 10.1 or any other provisions of the NQDCP. The guarantee of CHS with respect to the NQDCP shall extend to the obligations of the Company under that certain Trust of the CHS NQDCP to make deposits of cash or other property.

b. DCP. Without limiting the foregoing, with respect to the DCP, CHS guarantees the payment to Members and Beneficiaries of amounts credited, or required to be credited, to the Accounts of Members or Beneficiaries under the DCP from Deferral Contributions and Matching Contributions Amounts in whatever form of payment option permitted under the DCP. The obligation of CHS shall be in addition to the obligation of the Company under the DCP. The guarantee of CHS with respect to the DCP shall extend to the obligations of the Company under that certain Community Health Systems Deferred Compensation Plan Trust to make deposits of money or other property.

2. Guarantor Bound. CHS agrees that its obligations under this Guarantee shall not be lessened, discharged or released, in whole or in part, or terminated except only by the permanent and irrevocable payment and performance in full of the payment obligations of the Company under the Plans, and CHS waives the benefit of all privileges and defenses that are or may hereafter be available to guarantors, indemnitors or sureties. Nothing contained in, and no omission from, the other provisions of this Guarantee is intended or shall be construed or interpreted so as to limit the generality of this section.

3. Continuing Guarantee. The Guarantor agrees that this Guarantee is a continuing guarantee, unlimited as to duration and amount, for all of the obligations set forth herein.

4. Miscellaneous

a. Entire Agreement. This Guarantee constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, with respect thereto.

b. Choice of Law. This Guarantee is made under and shall be governed by and construed in accordance with the laws of the State of Delaware.

c. Successors and Assigns. This Guarantee shall be binding upon the Guarantor and its successors and permitted assigns, and the benefits hereof shall extend to the Company and its successors and assigns. The Guarantor may not assign or transfer all or any part of its rights, if any, or obligations hereunder without the prior written consent of the Company and any purported transfer of such rights or obligations made without the prior written consent of the Company shall be void.

d. Defined Terms. Capitalized terms not defined in this Guarantee will have the meanings set forth in the Plans, as applicable.

IN WITNESS WHEREOF the Guarantor has signed and delivered this Guarantee on the 9th day of December, 2009.

COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ Rachel A. Seifert

Name: Rachel A. Seifert

Title: Senior Vice President

[Letterhead of Community Health Systems, Inc.]

December 11, 2009

RE: Registration Statement on Form S-8

Ladies and Gentlemen:

I am the Senior Vice President, General Counsel and Secretary for Community Health Systems, Inc., a Delaware corporation (the "Company"). I am delivering this opinion in connection with the registration, pursuant to a Registration Statement on Form S-8 (the "Form S-8"), of the offer and sale of up to \$60,000,000 of deferred compensation obligations of CHS/Community Health Systems, Inc., a Delaware corporation (the "Deferred Compensation Obligations"), under the CHS NQDCP and the CHS/Community Health Systems, Inc. Deferred Compensation Plan (the "Plans"). The obligations of CHS/Community Health Systems, Inc. ("CHS") under the Plans are guaranteed by the Company. With your permission, all assumptions and statements of reliance herein have been made without any independent investigation or verification on our part except to the extent otherwise expressly stated, and I express no opinion with respect to the subject matter or accuracy of such assumptions or items relied upon.

In connection with this opinion, I have (i) investigated such questions of law, (ii) examined originals or certified, conformed or reproduction copies of such agreements, instruments, documents and records of the Company and CHS, such certificates of public officials and such other documents, and (iii) received such information from officers and representatives of the Company and CHS as I have deemed necessary or appropriate for the purposes of this opinion.

In all such examinations, I have assumed the legal capacity of all natural persons executing documents, the genuineness of all signatures, the authenticity of original and certified documents and the conformity to original or certified documents of all copies submitted to us as conformed or reproduction copies. As to various questions of fact relevant to the opinions expressed herein, I have relied upon, and assume the accuracy of, representations and warranties contained in the documents and certificates and oral or written statements and other information of or from representatives of the Company and CHS and others and assume compliance on the part of all parties to the documents with their covenants and agreements contained therein. I also have assumed that any future changes to the terms and conditions of the Plans will be duly authorized by CHS and will comply with all applicable laws.

Based upon the foregoing and subject to the limitations, qualifications and assumptions set forth herein, I am of the opinion that the issuance of the Deferred Compensation Obligations has been duly authorized by CHS and, when created and issued in accordance with the terms of the Plans, will be valid and binding obligations of CHS, enforceable in accordance with their terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting creditors' remedies or by general principles of equity. In addition, I am of the opinion that Company's guarantee of the Deferred Compensation Obligations has been duly authorized by the Company and is a valid and binding obligation of the Company, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, or other laws of general application relating to or affecting creditors' remedies or by general principles of equity.

The opinion expressed herein is limited to the General Corporation Law of the State of Delaware (the "GCLD") and applicable provisions of the Delaware Constitution, in each case as currently in effect, and reported judicial decisions interpreting the GCLD and the Delaware Constitution. The opinions expressed herein are given as of the date hereof, and I undertake no obligation to supplement this letter if any applicable laws change after the date hereof or if I become aware of any facts that might change the opinions expressed herein after the date hereof or for any other reason. I hereby consent to the filing of this opinion as an exhibit to the Form S-8 relating to the registration of the Deferred Compensation Obligations.

The opinions expressed herein are solely for your benefit in connection with the Form S-8 and may not be relied on in any manner or for any purpose by any other person or entity.

Very truly yours,

/s/ Rachel A. Seifert

Rachel A. Seifert
Senior Vice President, General Counsel and Secretary

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports (which reports express an unqualified opinion and include an explanatory paragraph referring to the Company adopting Statement of Financial Accounting Standards No. 157, *Fair Value Measurements* effective January 1, 2008) relating to the consolidated financial statements and financial statement schedule of Community Health Systems, Inc. and the effectiveness of Community Health Systems, Inc.'s internal control over financial reporting dated February 26, 2009, appearing in the Annual Report on Form 10-K of Community Health Systems, Inc. for the year ended December 31, 2008.

/s/ Deloitte & Touche LLP
Nashville, Tennessee
December 11, 2009