
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549**

FORM 8-K

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

Date of Report (Date of earliest event reported): May 30, 2017

COMMUNITY HEALTH SYSTEMS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-15925
(Commission
File Number)

13-3893191
(IRS Employer
Identification No.)

**4000 Meridian Boulevard
Franklin, Tennessee 37067**
(Address of Principal Executive Offices)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On May 30, 2017, Community Health Systems, Inc. (the “Company”) and its wholly-owned subsidiary CHS/Community Health Systems, Inc. (the “Borrower”) entered into a Loan Modification Agreement (the “Agreement”), among the Company, the Borrower, the subsidiary guarantors party thereto, the lenders party thereto and Credit Suisse AG, as administrative agent and collateral agent (the “Agent”), to the Credit Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010, February 2, 2012 and January 27, 2014, and as further amended as of March 9, 2015, May 18, 2015 and December 5, 2016 (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among the Company, the Borrower, the subsidiaries of the Borrower party thereto, the lenders party thereto, and the Agent.

Pursuant to the Agreement, the scheduled termination date of the Borrower’s existing \$1.0 billion revolving credit facility was extended from January 27, 2019 to January 27, 2021 in respect of a \$739 million portion of the commitments thereunder and the aggregate commitments of the extending lenders were reduced to \$739 million.

Pursuant to the Agreement, certain specified financial covenants (consisting of a maximum secured net leverage ratio and an interest coverage ratio) were also amended. The Agreement provides that the secured net leverage ratio must not exceed the following levels for the following periods: (i) from April 1, 2017 through December 31, 2019, 4.50 to 1.00; (ii) from January 1, 2020 through September 30, 2020, 4.25 to 1.00; and (iii) thereafter, 4.00 to 1.00. The Amendment also provides that the interest coverage ratio must be greater than or equal to the following levels for the following periods: (i) from December 31, 2013 through December 31, 2017, 1.75 to 1.00 and (ii) thereafter, 2.00 to 1.00.

The Amendment also contains certain additional covenants by the Company and the Borrower, for the benefit of the Revolving Credit Lenders.

The foregoing summary of the Agreement and the transactions contemplated thereby does not purport to be complete and is subject to, and qualified in its entirety by, the full text of the Agreement, which is attached hereto as [Exhibit 10.1](#) and incorporated herein by reference.

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

The information set forth in Item 1.0.1 above is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibit

- 10.1 Loan Modification Agreement, dated as of May 30, 2017, among CHS/Community Health Systems, Inc., Community Health Systems, Inc., the subsidiary guarantors party thereto, the lenders party thereto and Credit Suisse AG, as Administrative Agent and Collateral Agent.

SIGNATURES

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

Date: May 30, 2017

Community Health Systems, Inc.
(Registrant)

By: /s/ Thomas J. Aaron
Thomas J. Aaron
Executive Vice President and Chief Financial Officer (principal
financial officer)

Exhibit Index

<u>Exhibit No.</u>	<u>Description</u>
10.1	Loan Modification Agreement, dated as of May 30, 2017, among CHS/Community Health Systems, Inc., Community Health Systems, Inc., the subsidiary guarantors party thereto, the lenders party thereto and Credit Suisse AG, as Administrative Agent and Collateral Agent.

LOAN MODIFICATION AGREEMENT

dated as of

May 30, 2017,

among

CHS/COMMUNITY HEALTH SYSTEMS, INC.,

COMMUNITY HEALTH SYSTEMS, INC.,

THE LENDERS PARTY HERETO

and

CREDIT SUISSE AG,
as Administrative Agent

CREDIT SUISSE SECURITIES (USA) LLC,
CITIGROUP GLOBAL MARKETS, INC.,
CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK,
DEUTSCHE BANK SECURITIES INC.,
GOLDMAN SACHS BANK, USA,
J.P. MORGAN SECURITIES LLC,
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED,
RBC CAPITAL MARKETS, LLC,
SUNTRUST ROBINSON HUMPHREY, INC.,

and

WELLS FARGO SECURITIES, LLC

as Joint Bookrunners and Joint Lead Arrangers

COMPASS BANK, FIFTH THIRD BANK, MORGAN STANLEY SENIOR
FUNDING, INC., SCOTIA CAPITAL (USA) INC., and SIEMENS FINANCIAL
SERVICES, INC.

as Co-Managers

LOAN MODIFICATION AGREEMENT dated as of May 30, 2017 (this "**Agreement**"), among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the "**Borrower**"), COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation ("**Parent**"), the Subsidiary Guarantors listed on the signature pages hereto, the Accepting Lenders (as defined below) and CREDIT SUISSE AG ("**CS**"), as administrative agent (in such capacity, the "**Administrative Agent**").

PRELIMINARY STATEMENT

Reference is made to the Credit Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010, February 2, 2012 and January 27, 2014, and as further amended as of March 9, 2015, May 18, 2015 and December 5, 2016 (as the same may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, Parent, the Lenders party thereto and CS, as Administrative Agent and as Collateral Agent for the Lenders.

Pursuant to Section 2.25(a) of the Credit Agreement, the Borrower made, by written notice to the Administrative Agent, a Loan Modification Offer to all of the Revolving Credit Lenders to make certain Permitted Amendments as described herein and therein to the Revolving Credit Commitments.

The Revolving Credit Lenders party hereto (the "**Accepting Lenders**" or the "**Extended Revolving Credit Lenders**") are willing to agree to such Permitted Amendments as of the Loan Modification Effective Date (as defined below), on the terms and subject to the conditions set forth herein and in the Credit Agreement.

In connection with the Loan Modification Offer contemplated by this Agreement, and immediately after giving effect thereto, the Revolving Credit Commitments of the Accepting Lenders shall be reduced to \$739,000,000, to the extent applicable.

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

SECTION 1. **Defined Terms.** (a) Capitalized terms used but not otherwise defined herein (including the Preliminary Statement hereto) shall have the meanings assigned thereto in the Credit Agreement. The provisions of Section 1.02 of the Credit Agreement are hereby incorporated by reference herein, *mutatis mutandis*. This Agreement shall be a "**Loan Document**" and a "**Loan Modification Agreement**" for all purposes of the Credit Agreement and the other Loan Documents.

(b) The Revolving Credit Commitments and Revolving Loans of all Revolving Credit Lenders in effect immediately prior to the Loan Modification Effective Date are referred to herein as "**Existing Revolving Credit Commitments**" and "**Existing Revolving Loans**", respectively.

(c) The consummation of the Loan Modification Offer described in Sections 2 and 3 hereof, the amendment of the Credit Agreement described in Section 4 hereof and the payment of fees and expenses with respect to each of the foregoing, in each case on the Loan Modification Effective Date, are collectively referred to herein as the “**Transactions**”.

SECTION 2. Concerning the Revolving Credit Commitments and the Revolving Loans. (a) On the Loan Modification Effective Date, the Revolving Credit Commitments and the Revolving Loans of each Accepting Lender in an aggregate principal amount set forth on Schedule I under the headings “**Extended Revolving Credit Commitments**” and “**Extended Revolving Loans**”, respectively, in each case opposite the name of such Lender, shall convert into extended revolving credit commitments (the “**Extended Revolving Credit Commitments**”) and extended revolving loans (the “**Extended Revolving Loans**”) of such Lender, respectively, and shall continue to be in effect and outstanding under the Credit Agreement on the terms and conditions set forth herein and therein. In the event the Revolving Loans of any Accepting Lender outstanding on the Loan Modification Effective Date (immediately prior to the consummation of such conversion), if any, shall be of more than one Type or, in the case of Eurodollar Revolving Loans, shall have more than one Interest Period, such conversion shall be accomplished by means of each such Revolving Loan converting into an Extended Revolving Loan of the same Type as such original Revolving Loan (and, where applicable, having the initial Interest Period that ends on the last day of the Interest Period applicable to such original Loan) in the same proportion as the aggregate principal amount set forth on Schedule I under the heading “**Extended Revolving Loans**” opposite the name of such Lender bears to the aggregate principal amount of all the Revolving Loans of such Lender as of the Loan Modification Effective Date (determined immediately prior to the consummation of such conversion).

(b) The Existing Revolving Credit Commitments and the Existing Revolving Loans of any Revolving Credit Lender that are not Extended Revolving Credit Commitments and Extended Revolving Loans, respectively, shall constitute “**Non-Extended Revolving Credit Commitments**” and “**Non-Extended Revolving Loans**”, respectively, in each case under the Credit Agreement and shall continue to be in effect and outstanding under the Credit Agreement on the terms and conditions set forth herein and therein. Each Revolving Credit Lender with a Non-Extended Revolving Credit Commitment shall be referred to, in such capacity, as a “**Non-Extended Revolving Credit Lender**”.

(c) None of transactions set forth in this Section 2 shall be deemed to be a conversion of any Revolving Loan into a Loan of a different Type or with a different Interest Period or a payment or prepayment of any Revolving Loan, and the parties hereto hereby agree that no breakage or similar costs will accrue solely as a result of the transactions contemplated by this Section 2.

(d) For all purposes of the Credit Agreement and the other Loan Documents, the Extended Revolving Credit Commitments as defined herein shall constitute “**Revolving Credit Commitments**” under the Credit Agreement and the

Extended Revolving Loans as defined herein shall constitute “**Revolving Loans**” under the Credit Agreement. Except to the extent provided below, the terms and conditions of the Extended Revolving Credit Commitments and the Extended Revolving Loans (in each case as defined herein) shall be identical to those of the Revolving Credit Commitments and the Revolving Loans, (in each case as defined in the Credit Agreement), respectively.

(i) As used in the Credit Agreement, the “**Revolving Credit Maturity Date**” with respect to the Extended Revolving Credit Commitments and the Extended Revolving Loans shall be January 27, 2021; *provided that* if on any date prior to January 27, 2021 (any such date, a “**Revolving Credit Reference Date**”), an aggregate principal amount in excess of \$250,000,000 of (u) 2019 Notes, (v) 2019 Term G Loans, (w) 2020 Notes, (x) 2021 Term H Loans and (y) any Indebtedness (“**Refinanced Indebtedness**”) incurred to refinance or otherwise extend the maturity date of 2019 Notes, 2019 Term G Loans, 2020 Notes, 2021 Term H Loans, or other Refinanced Indebtedness, is outstanding and scheduled to mature or similarly become due on or prior to the date that is ninety-one (91) days after the Revolving Credit Reference Date, the “**Revolving Credit Maturity Date**” shall instead be the Revolving Credit Reference Date; *provided further*, that, in each case, if any such day is not a Business Day, the Revolving Credit Maturity Date shall be the Business Day immediately preceding such day.

(e) Upon the effectiveness of this Agreement, Schedule I sets forth each of the Revolving Credit Lenders and their respective Revolving Credit Commitments, Extended Revolving Credit Commitments and Non-Extended Revolving Credit Commitments.

(f) The Administrative Agent and each Accepting Lender hereto hereby waive the requirement that the Borrower provide advance written notice of their intent to reduce Revolving Credit Commitments pursuant to Section 2.09 of the Credit Agreement.

(g) All Revolving Loans will be made by all Revolving Credit Lenders (including Revolving Credit Lenders with Non-Extended Revolving Credit Commitments and Revolving Credit Lenders with Extended Revolving Credit Commitments) in accordance with their Pro Rata Percentage of the aggregate Revolving Credit Commitments (determined, in the case of any Revolving Credit Lender, on the basis of the aggregate amount of its Revolving Credit Commitment as a percentage of the aggregate Revolving Credit Commitments), until the Revolving Credit Maturity Date with respect to the Non-Extended Revolving Credit Commitments; thereafter all Revolving Loans will be made by all Revolving Credit Lenders holding Extended Revolving Credit Commitments in accordance with their Pro Rata Percentage of such Extended Revolving Credit Commitments.

(h) Prior to the Revolving Credit Maturity Date with respect to the Non-Extended Revolving Credit Commitments, each prepayment of Revolving Loans shall be allocated among all of the Revolving Credit Lenders on a ratable basis (including Revolving Credit Lenders with Non-Extended Revolving Credit Commitments and

Revolving Credit Lenders with Extended Revolving Credit Commitments). From and after the Maturity Date with respect to the Non-Extended Revolving Credit Commitments, each prepayment of Revolving Loans shall be allocated among the Revolving Credit Lenders holding Extended Revolving Credit Commitments on a ratable basis.

(i) For the avoidance of doubt, except as otherwise provided above, (i) the Extended Revolving Credit Commitments and the Non-Extended Revolving Credit Commitments shall each constitute a separate Class of Commitments for all purposes under the Credit Agreement and (ii) the Extended Revolving Loans and the Non-Extended Revolving Loans shall each constitute a separate Class of Loans for all purposes under the Credit Agreement. Further, for the avoidance of doubt, at any time after the Loan Modification Effective Date, pursuant to Section 2.21(a) of the Credit Agreement, the Borrower may request that any Non-Extended Revolving Credit Lender assign all or a portion of such Lender's Non-Extended Revolving Credit Commitments and Non-Extended Revolving Loans to any new or existing Extended Revolving Credit Lender, which Non-Extending Revolving Credit Commitments and Non-Extended Revolving Loans shall convert into Extended Revolving Credit Commitments and Extended Revolving Loans, respectively; provided that in no event shall the aggregate amount of the Extended Revolving Credit Commitments exceed \$750 million.

(j) Unless earlier terminated, on the Revolving Credit Maturity Date for the Non-Extended Revolving Credit Commitments, the Non-Extended Revolving Credit Commitments will terminate, and the Non-Extended Revolving Credit Lenders will have no further obligation to make Revolving Loans to the Borrower, or to acquire participations in Letters of Credit made or issued after such Revolving Credit Maturity Date; provided that the foregoing will not release any Non-Extended Revolving Credit Lender from any such obligation to make Revolving Loans to the Borrower or acquire or fund participations in Letters of Credit, in each case that was required to be performed on or prior to the Revolving Credit Maturity Date for the Non-Extended Revolving Credit Commitments. On the Revolving Credit Maturity Date for the Non-Extended Revolving Credit Commitments, each Extended Revolving Credit Lender will acquire and fund, in accordance with Section 2.23, participations in Letters of Credit outstanding on the Revolving Credit Maturity Date for the Non-Extended Revolving Credit Commitments, and will acquire and fund, in accordance with Section 2.23, participations in Letters of Credit issued after such Revolving Credit Maturity Date, in each case in an amount equal to such Lender's Pro Rata Percentage of such Letter of Credit, regardless of whether any Default or Event of Default existed on such Revolving Credit Maturity Date for the Non-Extended Revolving Credit Commitments; provided that the Revolving Credit Exposure of each Extended Revolving Credit Lender does not exceed such Extended Revolving Credit Lender's Extended Revolving Credit Commitment.

(k) Each of the parties hereto hereby agrees that, upon the effectiveness of this Agreement, the Credit Agreement shall be deemed amended to the extent (but only to the extent) necessary to reflect the foregoing provisions of this Section 2.

SECTION 3. Revolving Credit Commitment Reduction. Upon the effectiveness of this Agreement, and without any further action of any party hereto, the Revolving Credit Commitments of all of the Accepting Lenders in effect immediately prior to the Loan Modification Effective Date will be reduced, among such Accepting Lenders, to \$739,000,000, to the extent applicable. Schedule I attached hereto reflects such reduction in the Revolving Credit Commitments. Notwithstanding anything to the contrary in the Credit Agreement, including Section 2.09(c) thereof, each of the Accepting Lenders hereby consents to the allocations set forth on Schedule I and, solely for any reduction in Revolving Credit Commitments pursuant to this Agreement, waives any requirement that such reduction in Revolving Credit Commitments be made ratably among the applicable Lenders. Each of the Accepting Lenders hereby agrees that the Borrower may make one or more additional Loan Modification Offers to Revolving Credit Lenders that are not Accepting Lenders on substantially the same terms contained in this Agreement and, in connection therewith, may reduce the Revolving Credit Commitments of any Revolving Credit Lender that accepts any such subsequent Loan Modification Offer on a non pro-rata basis, without any further reduction to the Revolving Credit Commitments of the Accepting Lenders, so long as such reductions are effected in a manner commensurate with the reduction set forth in this Section 3; provided that in no event shall the aggregate amount of the Extended Revolving Credit Commitments exceed \$750 million.

SECTION 4. Other Amendments to the Credit Agreement. Subject to the satisfaction of the conditions set forth in Section 6 hereof, the Credit Agreement is hereby amended as follows, effective as of the Loan Modification Effective Date:

(a) Section 6.12 (Interest Coverage Ratio) of the Credit Agreement is hereby amended by (i) replacing in its entirety the chart contained therein with the following:

<u>Period</u>	<u>Ratio</u>
December 31, 2013 through December 31, 2017	1.75 to 1.00
Thereafter	2.00 to 1.00

(ii) inserting the following sentence at the end of such Section 6.12: "Notwithstanding anything to the contrary contained herein, solely for purposes of this Section 6.12, the Interest Coverage Ratio (including Consolidated EBITDA for purposes thereof) shall be determined on a pro forma basis giving effect to any Asset Sale during the applicable period and the use of proceeds thereof during such period".

(b) Section 6.13 (Maximum Secured Net Leverage Ratio) of the Credit Agreement is hereby amended by replacing in its entirety the chart contained therein with the following:

Period	Ratio
April 1, 2017 through December 31, 2019	4.50 to 1.00
January 1, 2020 through September 30, 2020	4.25 to 1.00
Thereafter	4.00 to 1.00

SECTION 5. Representations and Warranties. To induce the other parties hereto to enter into this Agreement, each of Parent, the Borrower and each Subsidiary Guarantor hereby represents and warrants to each of the Revolving Credit Lenders, the Administrative Agent, the Issuing Banks and the Collateral Agent that:

(a) This Agreement has been duly executed and delivered by each Loan Party and constitutes a legal, valid and binding obligation of such Loan Party enforceable against such Loan Party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law).

(b) The representations and warranties set forth in Article III of the Credit Agreement and in each other Loan Document are true and correct (A) in the case of representations and warranties qualified as to materiality, in all respects, and (b) otherwise, in all material respects, in each case on and as of the Loan Modification Effective Date as though made on and as of such date, except to the extent that such representations and warranties expressly relate to an earlier date, in which case such representations and warranties were so true and correct as of such earlier date (it being understood and agreed that the Transactions (as defined in this Agreement) shall be deemed to be the Subject Transactions for the purposes of the representation and warranty made in Section 3.22 of the Credit Agreement).

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

(d) None of the Security Documents in effect on the Loan Modification Effective Date will be rendered invalid, non-binding or unenforceable against any Loan Party as a result of this Agreement. The Guarantees created under such Security Documents will continue to guarantee the Obligations (as the Obligations are modified hereunder) to the same extent as they guaranteed the Obligations immediately prior to the Loan Modification Effective Date. Upon the filing of the Mortgage Amendments (as defined below), the Liens created under such Security Documents will continue to secure the Obligations (as the Obligations are modified hereunder), and will continue to be perfected, in each case, to the same extent as they secured the Obligations or were perfected immediately prior to the Loan Modification Effective Date. Schedule II attached hereto contains a list of the Mortgaged Properties as of the Loan Modification Effective Date.

SECTION 6. Effectiveness. This Agreement shall become effective on and as of the date on which each of the following conditions precedent is satisfied (such date, the "***Loan Modification Effective Date***"):

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

(b) The Administrative Agent shall have received a favorable written opinion of (i) Bass, Berry & Sims PLC, counsel for Parent and the Borrower, substantially to the effect set forth on Exhibit A-1 attached hereto, (ii) Hodgson Russ LLP, New York counsel for Parent and the Borrower, substantially to the effect set forth on Exhibit A-2 and (iii) the general counsel of Parent, substantially to the effect set forth Exhibit A-3 attached hereto.

(c) The Administrative Agent shall have received (i) a certificate as to the good standing of the Parent and the Borrower as of a recent date, from the Secretary of State of its state of organization; (ii) a certificate of the Secretary or Assistant Secretary of the Parent and the Borrower dated the Loan Modification Effective Date and certifying (A) that attached thereto is a true and complete copy of (1) the by-laws (or equivalent thereof) and (2) the certificate or articles of incorporation, certified as of a recent date by the Secretary of State of the applicable state of organization, in each case of such Loan Party as in effect on the Loan Modification Effective Date and at all times since a date prior to the date of the resolutions described in clause (B) below, (or, if such by-laws (or equivalent thereof) or certificate or articles of incorporation have not been amended or modified since any delivery thereof to the Administrative Agent on or subsequent to the Closing Date certifying that no such amendment or modification has occurred), (B) that attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors (or equivalent thereof) of such Loan Party authorizing the execution, delivery and performance of the Loan Documents to which such person is a party, and that such resolutions have not been modified, rescinded or amended and are in full force and effect and (C) as to the incumbency and specimen signature of each officer executing this Agreement or any other document delivered in connection herewith on behalf of such Loan Party; (iii) a certificate of another officer as to the incumbency and specimen signature of the Secretary or Assistant Secretary executing the certificate pursuant to clause (ii) above; and (iv) such other documents as the Administrative Agent may reasonably request.

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

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

(f) The Security Documents shall be in full force and effect on the Loan Modification Effective Date, and the Collateral Agent on behalf of the Secured Parties shall have a security interest in the Collateral of the type and priority described in each Security Document.

(g) The Administrative Agent shall have received payment from the Borrower, for the account of each Accepting Lender, a fee in an amount equal to 0.50% of the aggregate principal amount of such Accepting Lender's Existing Revolving Credit Commitments (whether used or unused) that are converted into Extended Revolving Credit Commitments on the Loan Modification Effective Date (for such purposes, determined after giving effect to the reduction referred to in Section 3 above). Such fees shall be payable in immediately available funds and, once paid, shall not be refundable in whole or in part.

(h) The Administrative Agent shall have received a completed standard "Life of Loan" Federal Emergency Management Agency Standard Flood Hazard Determination form with respect to each Mortgaged Property, and, if any Mortgaged Property is located in an area determined by the Federal Emergency Management Agency to have special flood hazards, evidence of such flood insurance as may be required under applicable law, including Regulation H of the Board of Governors.

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

SECTION 7. Additional Undertakings. (a) Each of Parent and the Borrower covenants and agrees with each Accepting Lender party hereto, which Lenders constitute the Required Covenant Lenders, that, so long as the Credit Agreement remains in effect and until (i) the Revolving Credit Commitments have been terminated, (ii) the principal of and interest on each Revolving Loan has been paid in full, (iii) all Fees and all other expenses or amounts payable under any Loan Document in respect of the foregoing have been paid in full and (iv) all Letters of Credit have been cancelled or have expired and all amounts drawn thereunder have been reimbursed in full or other arrangements acceptable to the Issuing Banks and the Administrative Agent have been made with respect thereto, unless the Required Covenant Lenders shall otherwise consent in writing, notwithstanding anything in the Credit Agreement or any other Loan Document to the contrary, neither Parent nor the Borrower will, nor will they cause or permit any of the Subsidiaries to:

(i) Incur or establish any (i) Incremental Term Loan Commitments, (ii) Revolving Credit Commitment Increases, (iii) revolving credit commitments in accordance with Section 6.01(r) of the Credit Agreement (as may be in effect from time to time) or (iv) Indebtedness in accordance with Section 6.01(w) of the Credit Agreement (as may be in effect from time to time), in each case pursuant to clause (a)(x) of the definition of "Incremental Amount" in excess of \$1,000,000,000 in the aggregate for all of the foregoing collectively (which, for the avoidance of doubt, shall not limit amounts which may be incurred pursuant to the proviso in such definition);

(ii) In the event that the Net Cash Proceeds (including, for the avoidance of doubt, any deferred amounts) of any Asset Sale of any Hospital (or one or more Hospitals as part of the same transaction) for which a definitive sale agreement or a letter of intent to sell has been entered into on or prior to the Loan Modification Effective Date (which Hospitals have been identified to the Administrative Agent prior to the date hereof) is equal to or greater than \$50,000,000 (the “Announced Divestitures”), reinvest any of such proceeds pursuant to the first proviso of the definition of “Net Cash Proceeds”;

(iii) Make any Restricted Payment pursuant to Section 6.06(a)(vii) of the Credit Agreement (as in effect from time to time) if, at the time of and after giving effect thereto, the Secured Net Leverage Ratio would exceed 3.0 to 1.0; *provided, however*, that, notwithstanding the foregoing, in the event that at the time of and after giving effect thereto, the Borrower’s Leverage Ratio is equal to or less than 6.0 to 1.0, neither Parent nor the Borrower will, nor will they cause or permit any of the Subsidiaries to, make any Restricted Payment pursuant to Section 6.06(a)(vii) of the Credit Agreement (as in effect from time to time) if, at the time of and after giving effect thereto, the Secured Net Leverage Ratio would exceed 3.5 to 1.0;

(iv) Retain any Declined Proceeds of any Announced Divestiture pursuant to Section 2.13(f) of the Credit Agreement. In the event that the proceeds of any Announced Divestiture become Declined Proceeds, the Borrower will voluntarily prepay Term Loans in an aggregate amount equal to such Declined Proceeds pursuant to Section 2.12 of the Credit Agreement; or

(v) Request any Letters of Credit that would cause the L/C Exposure in respect of Letters of Credit for which Wells Fargo Bank, National Association or its Affiliates is the Issuing Bank to exceed \$75,000,000, notwithstanding anything in Section 2.23 of the Credit Agreement to the contrary.

(b) The Borrower hereby agrees that, subject to the terms and requirements contained in the Credit Agreement and the other Loan Documents, the Borrower will use commercially reasonable efforts to, at least 20 days prior to executing any new Mortgage, provide prior written notice to each Revolving Credit Lender of their intention to execute a Mortgage and, unless otherwise required by the Credit Agreement or any other Loan Document, no Mortgage related to such Mortgaged Property shall be executed and delivered until confirmation is received from each Revolving Credit Lender that flood insurance due diligence and flood insurance compliance has been completed (such confirmation not to be unreasonably conditioned, withheld or delayed) (it being understood and agreed that compliance by the Borrower with its obligations under the Credit Agreement and other Loan Documents shall not constitute a breach of the foregoing).

For the avoidance of doubt, the undertakings in this Section 7 shall replace in their entirety those undertakings in Section 6 of that certain Amendment No. 2 dated as of December 5, 2016, and such undertakings shall have no further force or effect. The

provisions of this Section 7 of this Amendment are solely for the benefit of the Accepting Lenders and a majority in interest of such Lenders may (i) amend or otherwise modify this Section 7 or, solely for the purposes of this Section 7, the defined terms used, directly or indirectly, herein, or (ii) waive any non-compliance with this Section 7 or any Default or Event of Default resulting from such non-compliance. In addition, for the avoidance of doubt, any breach of this Section 7 shall constitute a breach of a covenant contained in a Loan Document in accordance with Article VII(e) of the Credit Agreement.

SECTION 8. Effect of this Amendment. (a) Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Administrative Agent, the Lenders or any other Secured Party under the Credit Agreement or any other Loan Document, and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Loan Party to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Credit Agreement or any other Loan Document in similar or different circumstances. This Agreement shall apply and be effective only with respect to the provisions of the Credit Agreement specifically referred to herein.

(b) From and after the Loan Modification Effective Date, any reference to the Credit Agreement shall mean the Credit Agreement as modified (or deemed modified) by this Agreement.

SECTION 9. Reaffirmation; Further Assurances. (a) Each of Parent, the Borrower and each of the Subsidiary Guarantors identified on the signature pages hereto (collectively, Parent, the Borrower and such Subsidiary Guarantors, the "**Reaffirming Loan Parties**") hereby acknowledges that it expects to receive substantial direct and indirect benefits as a result of this Agreement and the transactions contemplated hereby. Each Reaffirming Loan Party hereby consents to this Agreement and the transactions contemplated hereby, and hereby confirms its respective guarantees (including in respect of the Extended Revolving Credit Commitments), pledges and grants of security interests (including in respect of the Extended Revolving Credit Commitments), as applicable, under each of the Loan Documents to which it is party, and agrees that, notwithstanding the effectiveness of this Agreement and the transactions contemplated hereby, such guarantees, pledges and grants of security interests shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties (including in respect of the Extended Revolving Credit Commitments). Each of the Reaffirming Loan Parties further agrees to take any action that may be required or that is reasonably requested by the Administrative Agent to effect the purposes of this Agreement, the transactions contemplated hereby or the Loan Documents and hereby reaffirms its obligations under each provision of each Loan Document to which it is party.

(b) On or prior to December 11, 2017 (or such later date as the Administrative Agent in its sole discretion may permit) the Borrower shall deliver, with

respect to each Mortgage encumbering a Mortgaged Property, either (x) an amendment thereof (each, a “*Mortgage Amendment*”), setting forth such changes as are reasonably necessary to reflect that the lien securing the Obligations under the Credit Agreement encumbers such Mortgaged Property and to further grant, preserve, protect, confirm and perfect the first-priority lien and security interest thereby created and perfected, and opinions by local counsel reasonably acceptable to the Administrative Agent regarding the enforceability of each such Mortgage Amendment, or (y) opinions or other written confirmations from local counsel reasonably acceptable to the Administrative Agent stating, to the reasonable satisfaction of the Administrative Agent, that no such Mortgage Amendment is required with respect to a Mortgaged Property, in each case in substantially the same form as those Mortgage Amendments and local counsel opinions delivered to the Administrative Agent on the First Restatement Effective Date, except for those changes necessary to reflect the transactions contemplated hereby, and each of the foregoing being in all respects reasonably acceptable to the Administrative Agent.

SECTION 10. Expenses. The Borrower agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with the Loan Documents (including the preparation of this Agreement), including the reasonable fees, charges and disbursements of Cravath, Swaine & Moore LLP.

SECTION 11. Notices. All notices hereunder shall be given in accordance with Section 9.01 of the Credit Agreement.

SECTION 12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by electronic transmission (e.g., “pdf”) of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement and once delivered, may not be withdrawn or revoked unless this Agreement fails to become effective in accordance with its terms on or prior to July 7, 2017.

SECTION 13. No Novation. This Agreement shall not extinguish the obligations for the payment of money outstanding under the Credit Agreement or discharge or release the Lien or priority of any Loan Document or any other security therefor or any guarantee thereof. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Credit Agreement or instruments guaranteeing or securing the same, which shall remain in full force and effect, except as modified hereby or by instruments executed concurrently herewith. Nothing expressed or implied in this Agreement or any other document contemplated hereby shall be construed as a release or other discharge of the Borrower under the Credit Agreement or any Loan Party under any other Loan Document from any of its obligations and liabilities thereunder. The Credit Agreement and each of the other Loan Documents shall remain in full force and effect, until and except as modified hereby or thereby in connection herewith or therewith.

SECTION 14. Governing Law. (a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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

SECTION 15. Headings. Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

[Remainder of page intentionally left blank]

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

CHS/COMMUNITY HEALTH SYSTEMS, INC.,

By /s/ Edward W. Lomicka

Name: Edward W. Lomicka

Title: Vice President and Treasurer

COMMUNITY HEALTH SYSTEMS, INC.,

By /s/ Edward W. Lomicka

Name: Edward W. Lomicka

Title: Vice President and Treasurer

[SIGNATURE PAGE TO LOAN MODIFICATION AGREEMENT TO
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as a
Lender and as Administrative Agent,

By /s/ Robert Hetu
Name: Robert Hetu
Title: Authorized Signatory

By /s/ Warren Van Heyst
Name: Warren Van Heyst
Title: Authorized Signatory

[SIGNATURE PAGE TO LOAN MODIFICATION AGREEMENT TO
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

[Name of Revolving Credit Lender:¹

By _____
Name:
Title:

For any Revolving Credit Lender requiring a second
signature line:

By _____
Name:
Title:]

[SIGNATURE PAGE TO LOAN MODIFICATION AGREEMENT TO
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

¹ On file with Agent.

ABILENE HOSPITAL, LLC
ABILENE MERGER, LLC
AFFINITY HEALTH SYSTEMS, LLC
AFFINITY HOSPITAL, LLC
AMORY HMA, LLC

BERWICK HOSPITAL COMPANY, LLC
BILOXI H.M.A., LLC
BIRMINGHAM HOLDINGS II, LLC
BIRMINGHAM HOLDINGS, LLC
BLUEFIELD HOLDINGS, LLC
BLUEFIELD HOSPITAL COMPANY, LLC
BLUFFTON HEALTH SYSTEM LLC
BRANDON HMA, LLC
BREVARD HMA HOLDINGS, LLC
BREVARD HMA HOSPITALS, LLC
BROWNWOOD HOSPITAL, L.P.
BROWNWOOD MEDICAL CENTER, LLC
BULLHEAD CITY HOSPITAL CORPORATION
BULLHEAD CITY HOSPITAL INVESTMENT CORPORATION
CAMPBELL COUNTY HMA, LLC
CARLISLE HMA, LLC
CARLSBAD MEDICAL CENTER, LLC
CAROLINAS HOLDINGS, LLC

CAROLINAS JV HOLDINGS GENERAL, LLC
CAROLINAS JV HOLDINGS, L.P.
CENTRAL FLORIDA HMA HOLDINGS, LLC
CENTRAL STATES HMA HOLDINGS, LLC
CHESTER HMA, LLC
CHESTNUT HILL HEALTH SYSTEM, LLC
CHHS HOLDINGS, LLC
CHHS HOSPITAL COMPANY, LLC
CHS PENNSYLVANIA HOLDINGS, LLC
CHS TENNESSEE HOLDINGS, LLC
CHS VIRGINIA HOLDINGS, LLC
CHS WASHINGTON HOLDINGS, LLC
CITRUS HMA, LLC
CLARKSDALE HMA, LLC
CLARKSVILLE HOLDINGS II, LLC
CLARKSVILLE HOLDINGS, LLC
CLEVELAND HOSPITAL COMPANY, LLC
CLEVELAND TENNESSEE HOSPITAL COMPANY, LLC
CLINTON HMA, LLC
COATESVILLE HOSPITAL CORPORATION
COCKE COUNTY HMA, LLC
COLLEGE STATION HOSPITAL, L.P.
COLLEGE STATION MEDICAL CENTER, LLC
COLLEGE STATION MERGER, LLC
COMMUNITY HEALTH INVESTMENT COMPANY, LLC

By: /s/ Edward W. Lomicka _____
Name: Edward W. Lomicka
Title: Vice President and Treasurer

Acting on behalf of each of the Subsidiary Guarantors set forth above

[SIGNATURE PAGE TO SECOND AMENDMENT AND RESTATEMENT AGREEMENT TO
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

CP HOSPITAL GP, LLC
CPLP, LLC
CRESTWOOD HEALTHCARE, L.P.
CRESTWOOD HOSPITAL LP, LLC
CRESTWOOD HOSPITAL, LLC
CSMC, LLC
DEACONESS HOLDINGS, LLC
DEACONESS HOSPITAL HOLDINGS, LLC
DESERT HOSPITAL HOLDINGS, LLC
DETAR HOSPITAL, LLC
DHFV HOLDINGS, LLC
DUKES HEALTH SYSTEM, LLC
DYERSBURG HOSPITAL COMPANY, LLC
EMPORIA HOSPITAL CORPORATION
FLORIDA HMA HOLDINGS, LLC
FOLEY HOSPITAL CORPORATION
FORT SMITH HMA, LLC
FRANKFORT HEALTH PARTNER, INC.
FRANKLIN HOSPITAL CORPORATION
GADSDEN REGIONAL MEDICAL CENTER, LLC
GAFFNEY H.M.A., LLC
GRANBURY HOSPITAL CORPORATION
GRMC HOLDINGS, LLC
HALLMARK HEALTHCARE COMPANY, LLC
HEALTH MANAGEMENT ASSOCIATES, LLC
HEALTH MANAGEMENT ASSOCIATES, LP
HEALTH MANAGEMENT GENERAL PARTNER I, LLC
HEALTH MANAGEMENT GENERAL PARTNER, LLC
HMA FENTRESS COUNTY GENERAL HOSPITAL, LLC
HMA HOSPITALS HOLDINGS, LP
HMA SANTA ROSA MEDICAL CENTER, LLC
HMA SERVICES GP, LLC
HMA-TRI HOLDINGS, LLC
HOBBS MEDCO, LLC
HOSPITAL MANAGEMENT ASSOCIATES, LLC
HOSPITAL MANAGEMENT SERVICES OF FLORIDA, LP
HOSPITAL OF MORRISTOWN, LLC
JACKSON HMA, LLC
JACKSON HOSPITAL CORPORATION
JEFFERSON COUNTY HMA, LLC
JOURDANTON HOSPITAL CORPORATION
KAY COUNTY HOSPITAL CORPORATION
KAY COUNTY OKLAHOMA HOSPITAL COMPANY, LLC
KENNETT HMA, LLC
KEY WEST HMA, LLC
KIRKSVILLE HOSPITAL COMPANY, LLC
KNOXVILLE HMA HOLDINGS, LLC
LAKEWAY HOSPITAL COMPANY, LLC
LANCASTER HOSPITAL CORPORATION
LAREDO TEXAS HOSPITAL COMPANY, L.P.

By: /s/ Edward W. Lomicka _____
Name: Edward W. Lomicka
Title: Vice President and Treasurer

Acting on behalf of each of the Subsidiary Guarantors set forth above

[SIGNATURE PAGE TO LOAN MODIFICATION AGREEMENT TO
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

LAS CRUCES MEDICAL CENTER, LLC
LEA REGIONAL HOSPITAL, LLC
LEBANON HMA, LLC
LONGVIEW CLINIC OPERATIONS COMPANY, LLC
LONGVIEW MEDICAL CENTER, L.P.
LONGVIEW MERGER, LLC
LRH, LLC
LUTHERAN HEALTH NETWORK OF INDIANA, LLC
MADISON HMA, LLC
MARSHALL COUNTY HMA, LLC
MARTIN HOSPITAL COMPANY, LLC
MARY BLACK HEALTH SYSTEM LLC

MCSA, L.L.C.
MEDICAL CENTER OF BROWNWOOD, LLC

MERGER LEGACY HOLDINGS, LLC
METRO KNOXVILLE HMA, LLC
MISSISSIPPI HMA HOLDINGS I, LLC
MISSISSIPPI HMA HOLDINGS II, LLC
MOBERLY HOSPITAL COMPANY, LLC
NAPLES HMA, LLC
NATCHEZ HOSPITAL COMPANY, LLC
NATIONAL HEALTHCARE OF LEESVILLE, INC.
NAVARRO HOSPITAL, L.P.

NAVARRO REGIONAL, LLC
NC-DSH, LLC
NORTHAMPTON HOSPITAL COMPANY, LLC
NORTHWEST ARKANSAS HOSPITALS, LLC
NORTHWEST HOSPITAL, LLC
NOV HOLDINGS, LLC
NRH, LLC
OAK HILL HOSPITAL CORPORATION
ORO VALLEY HOSPITAL, LLC
PALMER-WASILLA HEALTH SYSTEM, LLC
PASCO REGIONAL MEDICAL CENTER, LLC
PENNSYLVANIA HOSPITAL COMPANY, LLC
PHOENIXVILLE HOSPITAL COMPANY, LLC
POPLAR BLUFF REGIONAL MEDICAL CENTER, LLC
PORT CHARLOTTE HMA, LLC
POTTSTOWN HOSPITAL COMPANY, LLC
PUNTA GORDA HMA, LLC
QHG GEORGIA HOLDINGS II, LLC
QHG GEORGIA HOLDINGS, INC.
QHG GEORGIA, LP
QHG OF BLUFFTON COMPANY, LLC
QHG OF CLINTON COUNTY, INC.
QHG OF ENTERPRISE, INC.
QHG OF FORREST COUNTY, INC.
QHG OF FORT WAYNE COMPANY, LLC

By: /s/ Edward W. Lomicka
Name: Edward W. Lomicka
Title: Vice President and Treasurer

Acting on behalf of each of the Subsidiary Guarantors set forth above

[SIGNATURE PAGE TO LOAN MODIFICATION AGREEMENT TO
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

QHG OF HATTIESBURG, INC.
QHG OF SOUTH CAROLINA, INC.
QHG OF SPARTANBURG, INC.
QHG OF SPRINGDALE, INC.
REGIONAL HOSPITAL OF LONGVIEW, LLC
RIVER OAKS HOSPITAL, LLC
RIVER REGION MEDICAL CORPORATION
ROCKLEDGE HMA, LLC
ROH, LLC
ROSWELL HOSPITAL CORPORATION
RUSTON HOSPITAL CORPORATION
RUSTON LOUISIANA HOSPITAL COMPANY, LLC
SACMC, LLC
SALEM HOSPITAL CORPORATION
SAN ANGELO COMMUNITY MEDICAL CENTER, LLC
SAN ANGELO MEDICAL, LLC
SCRANTON HOLDINGS, LLC
SCRANTON HOSPITAL COMPANY, LLC
SCRANTON QUINCY HOLDINGS, LLC
SCRANTON QUINCY HOSPITAL COMPANY, LLC

SEBRING HOSPITAL MANAGEMENT ASSOCIATES, LLC
SEMINOLE HMA, LLC
SHARON PENNSYLVANIA HOLDINGS, LLC
SHARON PENNSYLVANIA HOSPITAL COMPANY, LLC
SHELBYVILLE HOSPITAL COMPANY, LLC

SILOAM SPRINGS ARKANSAS HOSPITAL COMPANY, LLC
SILOAM SPRINGS HOLDINGS, LLC
SOUTHEAST HMA HOLDINGS, LLC
SOUTHERN TEXAS MEDICAL CENTER, LLC
SOUTHWEST FLORIDA HMA HOLDINGS, LLC
SPOKANE VALLEY WASHINGTON HOSPITAL COMPANY, LLC
SPOKANE WASHINGTON HOSPITAL COMPANY, LLC
STATESVILLE HMA, LLC
TENNESSEE HMA HOLDINGS, LP
TENNYSON HOLDINGS, LLC
TOMBALL TEXAS HOLDINGS, LLC
TOMBALL TEXAS HOSPITAL COMPANY, LLC
TRIAD HEALTHCARE, LLC
TRIAD HOLDINGS III, LLC
TRIAD HOLDINGS IV, LLC
TRIAD HOLDINGS V, LLC
TRIAD NEVADA HOLDINGS, LLC
TRIAD OF ALABAMA, LLC
TRIAD-ARMC, LLC
TRIAD-EL DORADO, INC.
TRIAD-NAVARRO REGIONAL HOSPITAL SUBSIDIARY, LLC
TULLAHOMA HMA, LLC
TUNKHANNOCK HOSPITAL COMPANY, LLC
VAN BUREN H.M.A., LLC
VENICE HMA, LLC
VHC MEDICAL, LLC

By: /s/ Edward W. Lomicka
Name: Edward W. Lomicka
Title: Vice President and Treasurer

Acting on behalf of each of the Subsidiary Guarantors set forth above

[SIGNATURE PAGE TO LOAN MODIFICATION AGREEMENT TO
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

VICKSBURG HEALTHCARE, LLC
VICTORIA HOSPITAL, LLC
VICTORIA OF TEXAS, L.P.
VIRGINIA HOSPITAL COMPANY, LLC
WARREN OHIO HOSPITAL COMPANY, LLC

WEATHERFORD HOSPITAL CORPORATION
WEATHERFORD TEXAS HOSPITAL COMPANY, LLC
WEBB HOSPITAL CORPORATION
WEBB HOSPITAL HOLDINGS, LLC
WESLEY HEALTH SYSTEM LLC

WEST GROVE HOSPITAL COMPANY, LLC
WHMC, LLC
WILKES-BARRE BEHAVIORAL HOSPITAL COMPANY, LLC
WILKES-BARRE HOLDINGS, LLC
WILKES-BARRE HOSPITAL COMPANY, LLC
WOMEN & CHILDREN'S HOSPITAL, LLC
WOODLAND HEIGHTS MEDICAL CENTER, LLC
WOODWARD HEALTH SYSTEM, LLC
YAKIMA HMA, LLC
YORK PENNSYLVANIA HOLDINGS, LLC
YORK PENNSYLVANIA HOSPITAL COMPANY, LLC

By: /s/ Edward W. Lomicka
Name: Edward W. Lomicka
Title: Vice President and Treasurer

Acting on behalf of each of the Subsidiary Guarantors set forth above

[SIGNATURE PAGE TO LOAN MODIFICATION AGREEMENT TO
CREDIT AGREEMENT OF CHS/COMMUNITY HEALTH SYSTEMS, INC.]

Form of Bass, Berry & Sims PLC Opinion²

² On file with Agent.

Form of Hodgson Russ LLP Opinion³

³ On file with Agent.

Form of Opinion of General Counsel of Parent⁴

⁴ On file with Agent.

Revolving Credit Commitments⁵

⁵ On file with Agent.

Mortgaged Properties⁶

⁶ On file with Agent.