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As filed with the Securities and Exchange Commission on March 21, 2012

Registration No. 333-

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

FORM S-4
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

CHS/COMMUNITY HEALTH SYSTEMS, INC.

Additional Registrants listed on Schedule A hereto
(Exact name of registrants as specified in their charters)

Delaware	8062	76-0137985
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification No.)

4000 Meridian Boulevard Franklin, Tennessee 37067 (615) 465-7000

(Address, including zip code, and telephone number, including area code, of registrants' principal executive offices)

Rachel A. Seifert
CHS/Community Health Systems, Inc.
Executive Vice President and General Counsel
4000 Meridian Boulevard
Franklin, Tennessee 37067
(615) 465-7000

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:
Joshua N. Korff
Michael Kim
Kirkland & Ellis LLP
601 Lexington Avenue
New York, New York 10022-4611
(212) 446-4800

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after the effective date of this Registration Statement.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☐		Accelerated filer	☐
Non-accelerated filer	☒	(Do not check if a smaller reporting company)	Smaller reporting company	☐

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Aggregate Offering Price(1)	Amount of Registration Fee
8.00% Senior Notes Due 2019(2)	$1,000,000,000	$1,000,000,000	$114,600
8.00% Senior Notes Due 2019(3)	$1,000,000,000	$1,000,000,000	$114,600
Guarantees of 8.00% Senior Notes Due 2019	$2,000,000,000	—	(4)

(1) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended.
(2) Represents Registrant's 8% Senior Notes Due 2019 issued on November 22, 2011
(3) Represents Registrant's 8% Senior Notes Due 2019 issued on March 21, 2012
(4) Pursuant to Rule 457(n), no additional registration fee is payable with respect to the guarantees.

The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrants shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

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Additional Registrants

Schedule A

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Community Health Systems, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	13-3893191
Abilene Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-0496920
Abilene Merger, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-0496918
Anna Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4431843
Berwick Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	23-2975836
Big Bend Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2717545
Big Spring Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2574581
Birmingham Holdings II, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2784086
Birmingham Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3320362
Bluefield Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-2372042
Bluefield Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-2372291
Bluffton Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1792272
Brownsville Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557534
Brownwood Hospital, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762521
Brownwood Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762523
Bullhead City Hospital Corporation	AZ	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	86-0982071
Bullhead City Hospital Investment Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1577204
Carlsbad Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762526
Centre Hospital Corporation	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4370931
CHHS Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2189938

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
CHS Kentucky Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639057
CHS Pennsylvania Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639170
CHS Virginia Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639119
CHS Washington Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3272205
Clarksville Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3320418
Cleveland Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1587878
Cleveland Tennessee Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1281627
Clinton Hospital Corporation	PA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	90-0003715
Coatesville Hospital Corporation	PA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	23-3069798
College Station Hospital, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762360
College Station Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762359
College Station Merger, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1771861
Community GP Corp.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1648466
Community Health Investment Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	76-0152801
Community LP Corp.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1648206
CP Hospital GP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3904557
CPLP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3904614
Crestwood Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769644
Crestwood Hospital, LP, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762369
CSMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762362
CSRA Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5111915
Deaconess Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	47-0890490

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Deaconess Hospital Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2401268
Deming Hospital Corporation	NM	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	85-0438008
Desert Hospital Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8111921
Detar Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1754943
DHFW Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-2817294
DHSC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2871473
Dukes Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2379885
Dyersburg Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557536
Emporia Hospital Corporation	VA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	54-1924866
Evanston Hospital Corporation	WY	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	83-0327475
Fallbrook Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	91-1918215
Foley Hospital Corporation	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1811413
Forrest City Arkansas Hospital Company, LLC	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4217095
Forrest City Hospital Corporation	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4216978
Fort Payne Hospital Corporation	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4370870
Frankfort Health Partner, Inc.	IN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-2009540
Franklin Hospital Corporation	VA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2200240
Gadsden Regional Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-1102774
Galesburg Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	37-1485782
Granbury Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2682017
Granite City Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4460625
Granite City Illinois Hospital Company, LLC	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4460628

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Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Greenville Hospital Corporation	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-1134649
GRMC Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8112090
Hallmark Healthcare Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-0817574
Hobbs Medco, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769641
Hospital of Barstow, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	76-0385534
Hospital of Fulton, Inc.	KY	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-1218106
Hospital of Louisa, Inc.	KY	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-1238190
Hospital of Morristown, Inc.	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1528689
Jackson Hospital Corporation (KY)	KY	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	61-1285331
Jackson Hospital Corporation (TN)	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557525
Jourdanton Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	74-3011840
Kay County Hospital Corporation	OK	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4052833
Kay County Oklahoma Hospital Company, LLC	OK	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-4052936
Kirksville Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4373298
Lakeway Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1564360
Lancaster Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	57-1010381
Las Cruces Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2905434
Lea Regional Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1760149
Lexington Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557533
Longview Merger, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769639
LRH, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762421
Lutheran Health Network of Indiana, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762363

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Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Marion Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	37-1359605
Martin Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557527
Massillon Community Health System LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	55-0799029
Massillon Health System LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	34-1840860
Massillon Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-0201156
McKenzie Tennessee Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557531
McNairy Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1557530
MCSA, L.L.C.	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	71-0785071
Medical Center of Brownwood, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762425
Merger Legacy Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-1344746
MMC of Nevada, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	42-1543617
Moberly Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	43-1651906
MWMC Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8007512
Nanticoke Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4577346
National Healthcare of Leesville, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	95-4066162
National Healthcare of Mt. Vernon, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-1622971
National Healthcare of Newport, Inc.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	71-0616802
Navarro Hospital, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762428
Navarro Regional, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762429
NC-DSH, LLC	NV	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	88-0305790
Northampton Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2325498
Northwest Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762430

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Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
NOV Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8112009
NRH, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762431
Oak Hill Hospital Corporation	WV	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-0003893
Oro Valley Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2379881
Palmer-Wasilla Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762371
Payson Hospital Corporation	AZ	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	86-0874009
Peckville Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2672049
Pennsylvania Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	06-1694707
Phillips Hospital Corporation	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2976342
Phoenixville Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-1055060
Pottstown Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	06-1694708
QHG Georgia Holdings II, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-1344786
QHG Georgia Holdings, Inc.	GA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-2386459
QHG Georgia, LP	GA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	58-2387537
QHG of Bluffton Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1792274
QHG of Clinton County, Inc.	IN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-2006952
QHG of Enterprise, Inc.	AL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	63-1159023
QHG of Forrest County, Inc.	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1704095
QHG of Fort Wayne Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	35-1946949
QHG of Hattiesburg, Inc.	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1704097
QHG of Massillon, Inc.	OH	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	31-1472380
QHG of South Carolina, Inc.	SC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1587267

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Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
QHG of Spartanburg, Inc.	SC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	57-1040117
QHG of Springdale, Inc.	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1755664
QHG of Warsaw Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1764509
Quorum Health Resources, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1742954
Red Bud Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4444121
Red Bud Illinois Hospital Company, LLC	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	36-4443919
Regional Hospital of Longview, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762464
River Region Medical Corporation	MS	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1576702
Roswell Hospital Corporation	NM	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	74-2870118
Ruston Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8066937
Ruston Louisiana Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-8066999
SACMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762472
Salem Hospital Corporation	NJ	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	22-3838322
San Angelo Community Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762473
San Angelo Medical, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769697
San Miguel Hospital Corporation	NM	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	74-2930034
Scranton Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4577223
Scranton Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4564798
Scranton Quincy Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2671991
Scranton Quincy Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2672023
Shelbyville Hospital Corporation	TN	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-2909388
Siloam Springs Arkansas Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3635210

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Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Siloam Springs Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3635188
Southern Texas Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769737
Spokane Valley Washington Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1315140
Spokane Washington Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1315081
Tennyson Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3943816
Tomball Texas Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2784214
Tomball Texas Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	45-2856063
Tooele Hospital Corporation	UT	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	87-0619248
Triad Healthcare Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2816101
Triad Holdings III, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	75-2821745
Triad Holdings IV, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1766957
Triad Holdings V, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	51-0327978
Triad Nevada Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-1639289
Triad of Alabama, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762412
Triad of Oregon, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1761990
Triad-ARMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	46-0496926
Triad-El Dorado, Inc.	AR	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1628508
Triad-Navarro Regional Hospital Subsidiary, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1681610
Tunkhannock Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-4566015
VHC Medical, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1769671
Vicksburg Healthcare, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1752111
Victoria Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1760818

Exact Name of Additional Registrants	Jurisdiction of Incorporation or Formation	Principal Executive Offices	Primary Standard Industrial Classification Code Number	I.R.S. Employer Identification No.
Victoria of Texas, L.P.	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1754940
Virginia Hospital Company, LLC	VA	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	02-0691406
Warren Ohio Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3190619
Warren Ohio Rehab Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3190578
Watsonville Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	91-1894113
Waukegan Hospital Corporation	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3978400
Waukegan Illinois Hospital Company, LLC	IL	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-3978521
Weatherford Hospital Corporation	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5694260
Weatherford Texas Hospital Company, LLC	TX	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-5694301
Webb Hospital Corporation	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0167530
Webb Hospital Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	20-0167590
Wesley Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	52-2050792
West Grove Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	25-1892279
WHMC, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762551
Wilkes-Barre Behavioral Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3632720
Wilkes-Barre Holdings, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3632542
Wilkes-Barre Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	26-3632648
Williamston Hospital Corporation	NC	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1749107
Women & Children's Hospital, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762556
Woodland Heights Medical Center, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762558
Woodward Health System, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	62-1762418
Youngstown Ohio Hospital Company, LLC	DE	4000 Meridian Boulevard Franklin, Tennessee 37067	8062	27-3074094

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The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. The prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Subject to Completion, Dated March 21, 2012

PROSPECTUS

$2,000,000,000

CHS/Community Health Systems, Inc.

Exchange Offer for 8.00% Senior Notes due 2019

Offer for outstanding 8.00% Senior Notes due 2019, in the aggregate principal amount of $2,000,000,000, consisting of (i) $1,000,000,000 aggregate principal amount of 8.000% Senior Notes due 2019 issued on November 22, 2011 (the "Existing Notes"), and (ii) $1,000,000,000 aggregate principal amount of 8.000% Senior Notes due 2019 issued on March 21, 2012 as additional notes under the indenture governing the Existing Notes (the "Add-On Notes" and, together with the Existing Notes, the "Old Notes") in exchange for up to $2,000,000,000 in aggregate principal amount of 8.00% Senior Notes due 2019 which have been registered under the Securities Act of 1933, as amended (which we refer to as the "Exchange Notes" and, together with the Old Notes, the "notes").

Terms of the Exchange Offer

- Expires 11:59 p.m., New York City time, , 2012, unless extended.
- You may withdraw tendered outstanding Old Notes any time before the expiration or termination of the exchange offer.
- Not subject to any condition other than that the exchange offer does not violate applicable law or any interpretation of the staff of the Securities and Exchange Commission.
- We can amend or terminate the exchange offer.
- We will not receive any proceeds from the exchange offer.
- The exchange of Old Notes for the Exchange Notes should not be a taxable exchange for United States federal income tax purposes. See "Material United States Federal Income Tax Considerations."

Terms of the Exchange Notes

- The Exchange Notes will be general unsecured obligations and will rank equally in right of payment with all of our existing and future indebtedness that is not expressly subordinated thereto, senior in right of payment to any future indebtedness that is expressly subordinated in right of payment thereto and effectively junior to our existing and future secured indebtedness to the extent of the value of the collateral securing such indebtedness in addition to all indebtedness of our non-guarantor subsidiaries.
- The Exchange Notes will be fully, jointly, severally and unconditionally guaranteed on a senior unsecured basis by Community Health Systems, Inc. and certain of our existing and future direct and indirect subsidiaries that guarantee any of our other indebtedness, all of which we refer to in this prospectus as the guarantors.
- The Exchange Notes will mature on November 15, 2019.
- The Exchange Notes will accrue interest at a rate per annum equal to 8.00% and will be payable semi-annually on each May 15 and November 15, beginning on May 15, 2012.
- We may redeem the Exchange Notes in whole or in part from time to time. See "Description of Exchange Notes."
- If we experience certain changes of control, we must offer to purchase the Exchange Notes at 101% of their aggregate principal amount, plus accrued and unpaid interest, if any.
- The terms of the Exchange Notes are substantially identical to those of the outstanding Old Notes, except the transfer restrictions, registration rights and additional interest provisions relating to the Old Notes do not apply to the Exchange Notes.

For a discussion of the specific risks that you should consider before tendering your outstanding Old Notes in the exchange offer, see "Risk Factors" beginning on page 18 of this prospectus.

There is no established trading market for the Old Notes or the Exchange Notes. We do not intend to list the Exchange Notes on any securities exchange or seek approval for quotation through any automated trading system.

Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. The letter of transmittal states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933, as amended. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Old Notes where such Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. The Issuer has agreed that, for a period of 180 days after the Expiration Date (as defined herein), it will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2012

Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. By so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act of 1933, as amended (the "Securities Act"). A broker-dealer who acquired Old Notes as a result of market making or other trading activities may use this prospectus, as supplemented or amended from time to time, in connection with any resales of the Exchange Notes. We have agreed that, for a period of up to 180 days after the closing of the exchange offer, we will make this prospectus available for use in connection with any such resale. See "Plan of Distribution."

You should rely only on the information contained in this prospectus. We have not authorized anyone to provide you with information different from that contained in this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy securities other than those specifically offered hereby or an offer to sell any securities offered hereby in any jurisdiction where, or to any person whom, it is unlawful to make such offer or solicitation. The information contained in this prospectus is accurate only as of the date of this prospectus, regardless of the time of delivery of this prospectus or issuing the Exchange Notes.

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CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains "forward-looking statements" within the meaning of the federal securities laws, which involve risks and uncertainties. Statements that are predictive in nature, that depend upon or refer to future events or conditions, or that include words such as "expects," "anticipates," "intends," "plans," "believes," "estimates," "thinks" and similar expressions are forward-looking statements. These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results and performance to be materially different from any future results or performance expressed or implied by these forward-looking statements. These factors include, but are not limited to, the following:

- general economic and business conditions, both nationally and in the regions in which we operate;
- implementation and effect of adopted and potential federal and state healthcare legislation;
- risks associated with our substantial indebtedness, leverage and debt service obligations;
- demographic changes;
- changes in, or the failure to comply with, governmental regulations;
- potential adverse impact of known and unknown government investigations, audits and Federal and State False Claims Act litigation and other legal proceedings;
- our ability, where appropriate, to enter into and maintain managed care provider arrangements and the terms of these arrangements;
- changes in, or the failure to comply with, managed care provider contracts could result in disputes and changes in reimbursement that could be applied retroactively;
- changes in inpatient or outpatient Medicare and Medicaid payment levels;
- increases in the amount and risk of collectability of patient accounts receivable;
- increases in wages as a result of inflation or competition for highly technical positions and rising supply costs due to market pressure from pharmaceutical companies and new product releases;
- liabilities and other claims asserted against us, including self-insured malpractice claims;
- competition;
- our ability to attract and retain, without significant employment costs, qualified personnel, key management, physicians, nurses and other healthcare workers;
- trends toward treatment of patients in less acute or specialty healthcare settings, including ambulatory surgery centers or specialty hospitals;
- changes in medical or other technology;
- changes in GAAP;
- the availability and terms of capital to fund additional acquisitions or replacement facilities;
- our ability to successfully acquire additional hospitals or complete divestitures;
- our ability to successfully integrate any acquired hospitals or to recognize expected synergies from such acquisitions;
- our ability to obtain adequate levels of general and professional liability insurance;
- timeliness of reimbursement payments received under government programs, and
- the other risk factors set forth in our public filings.

Some of the other important factors that could cause actual results to differ materially from our expectations are disclosed under "Risk Factors" and elsewhere in, or incorporated by reference into, this prospectus, including, without limitation, in conjunction with the forward-looking statements included in this prospectus. Although we believe that these statements are based upon reasonable assumptions, we can give no assurance that our goals will be achieved. Given these uncertainties, prospective investors are cautioned not to place undue reliance on these forward-looking statements. These forward-looking statements are made as of the date of this prospectus. All subsequent written and oral forward-looking statements attributable to us, or to persons acting on our behalf, are expressly qualified in their entirety by these cautionary statements. We do not undertake any obligation to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

INDUSTRY AND MARKET DATA

The data included in this prospectus regarding markets and ranking, including the size of certain markets and our position and the position of our competitors within these markets, are based on reports of government agencies, published industry sources and other sources we believe to be reliable. While we believe that these studies and reports and our own research and estimates are reliable and appropriate, neither we nor the initial purchasers have independently verified such data and neither we nor the initial purchasers make any representations as to the accuracy of such information. Accordingly, investors should not place undue reliance on such data.

SUMMARY

The following summary contains important information about us and the exchange offer but may not contain all information that may be important to you in making a decision to tender your Old Notes. For a more complete understanding of our company and the exchange offer, we urge you to read carefully this entire prospectus, including the sections entitled "Risk Factors" and "Cautionary Statement Regarding Forward-Looking Statements" and the financial statements (including the accompanying notes) appearing elsewhere in this prospectus or incorporated by reference herein.

Unless otherwise indicated or the context requires otherwise, references in this prospectus to "CHS," "we," "our," "us" and "the Company" refer to Community Health Systems, Inc. and its consolidated subsidiaries, including CHS/Community Health Systems, Inc., the issuer of the Exchange Notes. References to the "Issuer" refer to CHS/Community Health Systems, Inc. alone, and references to "Holdings" refer to Community Health Systems, Inc. alone.

Our Company

We are one of the largest publicly-traded operators of hospitals in the United States in terms of number of facilities and net operating revenues. We provide healthcare services through the hospitals that we own and operate in non-urban and selected urban markets throughout the United States. As of December 31, 2011, we owned or leased 131 hospitals, geographically diversified across 29 states, with approximately 19,700 licensed beds. We generate revenues by providing a broad range of general and specialized hospital healthcare services to patients in the communities in which we are located. Services provided by our hospitals include general acute care, emergency room, general and specialty surgery, critical care, internal medicine, obstetrics, diagnostic, psychiatric and rehabilitation services. As an integral part of providing these services, we also employ approximately 2,000 physicians and an additional 500 licensed healthcare practitioners, and provide additional outpatient services at urgent care centers, occupational medicine clinics, imaging centers, cancer centers, ambulatory surgery centers, and home health and hospice agencies. In a number of our markets, we have partnered with local physicians or not-for-profit providers, or both, in the ownership of our facilities. Also, through our wholly-owned subsidiary, Quorum Health Resources, LLC, we provide management and consulting services to non-affiliated general acute care hospitals located throughout the United States. For the year ended December 31, 2011, we generated net operating revenue of approximately $13.6 billion and net income attributable to Community Health Systems, Inc. of approximately $201.9 million.

Historically, we have grown by acquiring hospitals and by improving the operations of our facilities. We generally target hospitals in growing, non-urban and selected urban healthcare markets for acquisition because of their favorable demographic and economic trends and competitive conditions. Because non-urban service areas have smaller populations, there are generally fewer hospitals and other healthcare service providers in these communities and generally a lower level of managed care presence in these markets. We believe that smaller populations support less direct competition for hospital-based services and these markets generally view the local hospital as an integral part of the community. Patients needing the most complex care are more often served by the larger, more specialized urban hospitals. We believe opportunities exist for skilled, disciplined operators in selected urban markets to create networks between urban hospitals and non-urban hospitals in order to expand the breadth of services offered in the non-urban hospitals while improving physician alignment in those markets and making it more attractive to managed care.

We had limited our acquisition activity after our acquisition of Triad Hospitals, Inc. in 2007 but during 2010, we fully resumed our acquisition strategy by acquiring five hospitals. For the year ended December 31, 2011, we acquired four hospitals and entered into definitive agreements to acquire three additional hospitals. Subsequent to December 31, 2011, we acquired three hospitals and entered into a definitive agreement to acquire one additional hospital.

Our Competitive Strengths

We believe the following strengths will allow us to continue to improve our operations and profitability:

Strong presence in attractive markets. We believe we are one of the leading providers of acute care services in many of the markets we serve and we estimate that we are the sole acute care service provider in approximately 60% of these markets. We continue to focus on non-urban and smaller urban markets that may have attractive demographic growth and/or an underserved medical population. In general, reimbursement is more favorable in these markets than in markets with greater direct competition for hospital-based services. In some of our markets, we receive higher reimbursement rates from Medicare for designated sole community hospitals.

Our more recent acquisition activity has also focused on the acquisition of larger hospitals in more competitive, mid-sized urban and suburban markets. In these types of markets, we seek to develop or expand specialty services that have the potential to yield high patient and physician satisfaction, expand the hospital's local referral network, and acquire and integrate larger physician practices.

We believe our market positioning strategy will create growth opportunities and allow us to develop long-term relationships with patients, physicians, employers and third-party payors and enable us to achieve an attractive return on investments in facility expansion and physician recruitment.

Emphasis on quality of care. We intend to maintain an emphasis on patients and clinical outcomes. We understand that high levels of clinical care are only achieved when "quality" is a company-wide focus that embraces patient, physician and employee satisfaction and continual, systematic improvements. Seeking the highest levels of improvement typically yields the best results for patients, reduces risk and improves our financial performance. We have developed and implemented programs to support and monitor quality of care improvement that include:

- standardized data and benchmarks and sharing of best practices to assist and monitor hospital quality improvement efforts;
- recommended policies and procedures based on the best medical and scientific evidence;
- hospital-based training and coaching to achieve success with respect to expectations of accrediting agencies;
- training programs for hospital management and clinical staff regarding regulatory and reporting requirements, as well as skills in leadership, communications and service; and
- evidence-based tools for improving patient, physician and staff satisfaction.

As a result of these efforts, we have achieved significant progress in clinical quality. Our hospitals achieved an internally reported, overall inpatient score of 98.6% for the third quarter of 2011, which compares to The Centers for Medicare and Medicaid Services' ("CMS") clinical core measures national average, from publicly reported data for all applicable hospitals, of approximately 96.0% as of December 31, 2010. Forty-one of our hospitals were named to The Joint Commission's list of 405 "Top Performers on Key Quality Measures." We intend to pair our emphasis on quality of care with our highly effective corporate compliance program. We believe that a culture of compliance and unquestioned ethics is a necessary predicate to seek to improve the patient care experience.

Geographic diversity and operating scale. As of December 31, 2011, we owned and operated 131 hospitals, geographically diversified across 29 states, with approximately 19,700 licensed beds. Our geographic diversity helps to mitigate risks associated with fluctuating state regulations related to Medicaid reimbursement and state-specific economic conditions. Furthermore, we believe the size of our operations enables us to realize the benefits of economies of scale, purchasing power and increased operating efficiencies and return on information technology and other capital investments.

Strong history of revenue growth, improving profitability and generating cash flow. From the year ended December 31, 2008 to the year ended December 31, 2011, we increased net operating revenues from $10.6 billion to $13.6 billion, income from continuing operations from $238 million to $336 million, and we increased cash flows from operating activities from $1.1 billion to $1.3 billion. We have improved profitability by expanding our service offerings to include more complex care, optimizing our emergency room strategy across our portfolio of hospitals, and selectively making capital investments in projects that generate a high return on investment. Consistent cash flows from operations have enabled us to invest in our operations and continue to pursue attractive growth opportunities. In 2010, we fully resumed our acquisition strategy by acquiring five hospitals and have acquired 17 hospitals since the beginning of 2008, the first full year following our acquisition of Triad Hospitals, Inc. In many cases, we have been able to acquire facilities with mid-single digit Adjusted EBITDA margins and double those margins after the acquisition. For example, since 2010, we acquired seven hospitals with $732 million of total revenues for the trailing 12 months prior to acquisition with an average Adjusted EBITDA margin of 1.4%. In comparison, as of the year ended December 31, 2011, our same store Adjusted EBITDA margin was 14.3%, which provides a significant opportunity to improve operating profitability at these acquired hospitals, generate cash flow and deleverage our balance sheet. In addition, for the years ended December 31, 2008, 2009, 2010 and 2011 we achieved same-store Adjusted EBITDA growth of 17.7%, 9.8%, 5.6% and 5.6%, respectively.

Experienced management team with a proven track record. We have a strong and committed management team that has substantial industry knowledge and a proven track record of operations success in the hospital industry. Our chief executive officer and chief financial officer each have over 30 years of experience in the healthcare industry and have worked together since 1973. In addition, our division presidents have, on average, over 20 years of healthcare experience. We have established an extensive record of providing high quality care, profitably growing our business, making and integrating strategic acquisitions and effectively reinvesting capital to execute our growth strategy.

Our Growth Strategy

We intend to continue to grow our business and improve our financial performance by implementing our growth strategy, the key elements of which are to:

Increase revenue at our facilities. We seek to increase revenues at our facilities by providing a broader range of services in a more attractive care setting. We intend to continue to expand the breadth of services offered at our hospitals through targeted capital expenditures to support the addition of more complex and specialty services. We have also expanded and renovated existing emergency rooms, surgical suites, intensive and critical care units and specialty services. Emergency rooms represent approximately 60% of our hospital admissions and we have taken steps to increase patient flow by renovating and expanding these facilities, improving service, reducing waiting times and implementing marketing campaigns publicizing our capabilities in the local communities. We believe that appropriate capital investments in our facilities combined with the development of our service capabilities will reduce the migration of patients to competing providers while providing an attractive return on investment.

Our primary method of expanding medical services is recruiting additional primary care physicians and specialists. We have increased the number of physicians affiliated with us through our recruiting efforts, net of turnover, by approximately 869 in 2011, 935 in 2010 and 772 in 2009. Over 50% of the physicians that commenced practice with us in 2011 were specialists. Additionally, in response to the growing trend in physicians seeking employment, we have been employing more physicians, including acquiring physician practices; however, most of the physicians in our communities remain in private practice and are not our employees.

Improve profitability. We continually focus on improving operating efficiency to increase our operating margins. We seek to implement cost containment programs and adhere to operating philosophies that include:

- standardizing and centralizing our methods of operation and management;
- optimizing resource allocation through our case and resource management program, which assists in improving clinical care and containing costs;
- monitoring and enhancing productivity of our human resources;
- capitalizing on purchasing efficiencies through the use of company-wide standardized purchasing contracts and terminating or renegotiating specified vendor contracts; and
- installing a standardized management information system, resulting in more efficient billing and collection procedures.

Grow through selective acquisitions. Each year we intend to acquire, on a selective basis, approximately two to four hospitals that fit our acquisition criteria. Most of our acquisition targets are municipal or other not-for-profit hospitals. We believe that our access to capital, reputation for providing quality care and ability to recruit physicians make us an attractive partner for these communities. We have remained disciplined in our approach to acquisitions and in each year since 1997, we have met or exceeded our acquisition goals. In 2010, we acquired five hospitals, and in 2011, we acquired four hospitals and entered into definitive agreements to acquire three additional hospitals. Subsequent to December 31, 2011, we acquired three hospitals and entered into a definitive agreement to acquire one additional hospital.

Our Industry

Hospital services, the market in which we operate, is the largest single category of the healthcare industry at 31.4% of total healthcare spending in 2010, or approximately $814.0 billion, as reported by CMS. CMS projects the hospital services category to grow by approximately 4.7% per year through 2020, and expects growth in hospital healthcare spending to continue due to the aging of the U.S. population and consumer demand for expanded medical services. As hospitals remain the primary setting for healthcare delivery, CMS expects hospital services to remain the largest category of healthcare spending.

We believe that we are well-positioned to benefit from the expected growth in hospital spending, as well as the shifts in demographics in the United States. According to the U.S. Census Bureau, there are approximately 40.3 million Americans aged 65 or older in the United States, who comprise approximately 13.0% of the total U.S. population. By the year 2030, the number of Americans aged 65 or older is expected to increase to 72.1 million, or 19.3% of the total population. Due to the increasing life expectancy of Americans, the number of people aged 85 years and older is also expected to increase from 5.8 million to 8.7 million by the year 2030. This increase in life expectancy will increase demand for healthcare services and the demand for innovative, more sophisticated means of delivering these services. Hospitals, as the largest category of care in the healthcare market, are expected to be among the main beneficiaries of this increase in demand. Based on data compiled for us, the populations of these service areas where our hospitals are located grew by 24.0% from 1990 to 2010 and are expected to grow by 3.9% from 2010 to 2015. The number of people aged 65 or older in these service areas grew by 27.4% from 1990 to 2010 and is expected to grow by 14.9% from 2010 to 2015.

The Patient Protection and Affordable Care Act, as amended by the Healthcare and Education Reconciliation Act of 2010 (collectively, the "Health Reform Law"), is intended to change the way healthcare services are covered, delivered and reimbursed in the United States. It seeks to do so through expanded coverage of uninsured individuals, significant reductions in the growth of Medicare program payments, material decreases in Medicare and Medicaid disproportionate share hospital ("DSH") payments, and the establishment of programs in which reimbursement is tied in part to quality, integration and the reduction of healthcare costs per

beneficiary. The Health Reform Law, as enacted, is expected to expand health insurance coverage to approximately 32 million additional individuals by 2016 and to approximately 34 million additional individuals by 2021 through a combination of public program expansion and private sector health insurance reforms. We believe the expansion of private sector and Medicaid coverage will, over time, increase our reimbursement related to providing services to individuals who were previously uninsured. On the other hand, the reductions in the growth in Medicare payments and the decreases in DSH payments will adversely affect our government reimbursement. Because of the many variables involved, including pending court challenges, the potential for changes to the law as a result of efforts to amend or repeal the law, and budgetary issues at federal and state levels, we are unable to predict the net impact of the Health Reform Law on us. We believe, however, that our experienced management team, emphasis on quality care and diversified operations will enable us to benefit from the opportunities it presents, as well as adapt to its challenges.

Recent Developments

Credit Facilities

On March 6, 2012, Holdings and the Issuer entered into a new $750 million senior secured revolving credit facility (the "Replacement Revolver Facility") and incurred a new $750 million incremental term loan A facility (the "Incremental Term Loan"). The Replacement Revolver Facility replaced in full the previously existing revolving credit facility under the Credit Agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010 and February 2, 2012 (the "Credit Agreement"). The proceeds of the Incremental Term Loan were used to repay existing term loans under the Credit Agreement. In addition, effective February 2, 2012, we completed an additional amendment and restatement of the Credit Facility, which extended by two and a half years the maturity date of $1.6 billion of our existing non-extended term loans under the Credit Facility, until January 25, 2017 (subject to customary acceleration events) or, if more than $50 million of the Issuer's 8.875% Senior Notes due 2015 (the "2015 Notes") are outstanding on April 15, 2015, to April 15, 2015. As of March 7, 2012, the principal amount outstanding under our revolving credit facility was $500 million and the amount available for borrowing thereunder was $250 million.

We expect to continue to manage the maturities of our indebtedness and pursue opportunistic refinancing transactions. Accordingly, we expect to close an accounts receivable securitization facility in an aggregate principal amount of approximately $300 million during the first fiscal quarter of 2012, the proceeds of which we expect to use to pay down a portion of the amount outstanding at such time under the Replacement Revolver Facility. However, there can be no assurances that we will obtain such receivables financing, or that we will be able to otherwise engage in other opportunistic refinancing transactions or manage the maturities of our indebtedness, on terms satisfactory to us, if at all.

Tender Offer

On March 7, 2012, we commenced a cash tender offer for up to $700 million aggregate principal amount of the 2015 Notes, and subsequently increased the maximum amount of the 2015 Notes to be purchased in the tender offer to $850 million, on the terms and subject to the conditions set forth in our Offer to Purchase dated March 7, 2012 (as supplemented, the "Tender Offer"). This prospectus is not an offer to purchase or a solicitation of an offer to purchase any 2015 Notes. The Tender Offer is only being made by the Offer to Purchase referred to above.

The Tender Offer is currently scheduled to expire at 5:00 p.m. on April 4, 2012. We are offering, subject to the terms and conditions of the Tender Offer, to pay a total consideration of $1,047.50 (including an early tender payment of $30.00) per $1,000 principal amount of 2015 Notes validly tendered in the Tender Offer on or prior to 12:00 midnight on March 20, 2012 (as the same may be extended, the "Early Tender Deadline"), plus accrued

and unpaid interest. The early tender payment will not be paid for any 2015 Notes accepted for purchase that are validly tendered after the Early Tender Deadline and prior to the expiration of the Tender Offer.

Our Corporate Information

Community Health Systems, Inc. was incorporated in the State of Delaware on June 6, 1996. CHS/Community Health Systems, Inc. was incorporated in the State of Delaware on March 25, 1985. Our principal executive offices are located at 4000 Meridian Boulevard, Franklin, Tennessee 37067, and our telephone number is (615) 465-7000. Our website is www.chs.net. **Information on our website shall not be deemed part of this prospectus.**

The Exchange Offer

On November 22, 2011, we sold, through a private placement exempt from the registration requirements of the Securities Act, $1,000,000,000 of our 8.00% Senior Notes due 2019, all of which are eligible to be exchanged for Exchange Notes. We refer to these notes as "Existing Notes" in this prospectus. On March 21, 2012, we sold, through a private placement exempt from the registration requirements of the Securities Act, an additional $1,000,000,000 of our 8.00% Senior Notes due 2019, issued under the indenture governing the Existing Notes, all of which are eligible to be exchanged for Exchange Notes. We refer to these notes as "Add-On Notes" in this prospectus and together with the Existing Notes, the "Old Notes."

The Add-On Notes have terms substantially identical to those of the Existing Notes. The Existing Notes and the Add-On Notes are treated as a single class for all purposes of the indenture governing the Old Notes, including waivers, amendments, redemptions and offers to purchase.

Simultaneously with the private placements of the Old Notes, we entered into two registration rights agreements, (i) one with respect to the Existing Notes, dated November 22, 2011 (the "Existing Notes Registration Rights Agreement"), with the initial purchasers of the Old Notes, and (ii) one with respect to the Add-On Notes, dated March 21, 2011 (the "Add-On Notes Registration Rights Agreement" and together with the Existing Notes Registration Rights Agreement, the "Registration Rights Agreements"). Under the Registration Rights Agreements, we are required to file a registration statement with the Securities and Exchange Commission (the "SEC") enabling the holders of the Old Notes to exchange their Old Notes for Exchange Notes with identical terms, and to use our commercially reasonable efforts to complete the exchange offer pursuant to the terms of each such Registration Rights Agreement. You may exchange your Old Notes for Exchange Notes in this exchange offer. You should read the discussion under the headings "—Summary of Exchange Offer," "The Exchange Offer" and "Description of Exchange Notes" for further information regarding the Exchange Notes.

We did not register the Old Notes under the Securities Act or any state securities law, nor do we intend to after the exchange offer. As a result, the Old Notes may only be transferred in limited circumstances under the securities laws. If the holders of the Old Notes do not exchange their Old Notes in the exchange offer, they lose their right to have the Old Notes registered under the Securities Act, subject to certain limitations. Anyone who still holds Old Notes after the exchange offer may be unable to resell their Old Notes.

Securities Offered	$2,000,000,000 aggregate principal amount of 8.00% Senior Notes due 2019.
Exchange Offer	We are offering to exchange the Old Notes for a like principal amount at maturity of the Exchange Notes. Old Notes may be exchanged only in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof. This exchange offer is being made pursuant to the Registration Rights Agreements, which grants the initial purchasers and any subsequent holders of the Old Notes certain exchange and registration rights. This exchange offer is intended to satisfy those exchange and registration rights with respect to the Old Notes. After the exchange offer is complete, you will no longer be entitled to any exchange or registration rights with respect to your Old Notes. The form and terms of the Exchange Notes are the same as the form and terms of the Old Notes except that: • the Exchange Notes have been registered under the federal securities laws and will not bear any legend restricting their transfers;

	• the Exchange Notes bear a different CUSIP number than the Old Notes; and • the holders of the Exchange Notes will not be entitled to most rights under the Registration Rights Agreements, including the provisions for an increase in the interest rate on the Old Notes in some circumstances contained in the registration rights agreements relating to the Old Notes.
Expiration Date; Withdrawal of Tender	The exchange offer will expire 11:59 p.m., New York City time, on , 2012, or a later time if we choose to extend the exchange offer in our sole and absolute discretion. You may withdraw your tender of Old Notes at any time prior to the expiration date. All outstanding Old Notes that are validly tendered and not validly withdrawn will be exchanged. Any Old Notes not accepted by us for exchange for any reason will be returned to you at our expense as promptly as possible after the expiration or termination of the exchange offer.
Resales	We believe that you can offer for resale, resell and otherwise transfer the Exchange Notes without complying with the registration and prospectus delivery requirements of the Securities Act so long as: • you acquire the Exchange Notes in the ordinary course of business; • you are not participating, do not intend to participate, and have no arrangement or understanding with any person to participate, in the distribution of the Exchange Notes; • you are not an "affiliate" of ours, as defined in Rule 405 of the Securities Act; and • you are not a broker-dealer. If any of these conditions is not satisfied and you transfer any Exchange Notes without delivering a proper prospectus or without qualifying for a registration exemption, you may incur liability under the Securities Act. We do not assume, or indemnify you against, any such liability. Each broker-dealer acquiring Exchange Notes issued for its own account in exchange for Old Notes, which it acquired through market making activities or other trading activities, must acknowledge that it will deliver a proper prospectus when any Exchange Notes issued in the exchange offer are transferred. A broker-dealer may use this prospectus for an offer to resell, a resale or other retransfer of the Exchange Notes issued in the exchange offer.
Conditions to the Exchange Offer	Our obligation to accept for exchange, or to issue the Exchange Notes in exchange for, any Old Notes is subject to certain customary conditions, including our determination that the exchange offer does

	not violate any law, statute, rule, regulation or interpretation by the Staff of the SEC or any regulatory authority or other foreign, federal, state or local government agency or court of competent jurisdiction, some of which may be waived by us. We currently expect that each of the conditions will be satisfied and that no waivers will be necessary. See "The Exchange Offer —Conditions on the Exchange Offer."
Procedures for Tendering Old Notes held in the Form of Book-Entry Interests	The Old Notes were issued as global securities and were deposited upon issuance with U.S. Bank National Association, as custodian for the global securities representing the uncertificated depositary interests in those outstanding Old Notes, which represent a 100% interest in those Old Notes, to The Depository Trust Company ("DTC"). Beneficial interests in the outstanding Old Notes, which are held by direct or indirect participants in DTC, are shown on, and transfers of the Old Notes can only be made through, records maintained in book-entry form by DTC. You may tender your outstanding Old Notes by instructing your broker or bank where you keep the Old Notes to tender them for you. In some cases you may be asked to submit the letter of transmittal that may accompany this prospectus. By tendering your Old Notes you will be deemed to have acknowledged and agreed to be bound by the terms set forth under "The Exchange Offer." Your outstanding Old Notes must be tendered in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof. In order for your tender to be considered valid, the exchange agent must receive a confirmation of book-entry transfer of your outstanding Old Notes into the exchange agent's account at DTC, under the procedure described in this prospectus under the heading "The Exchange Offer," on or before 11:59 p.m., New York City time, on the expiration date of the exchange offer.
United States Federal Income Tax Considerations	The exchange offer should not result in any income, gain or loss to the holders of Old Notes or to us for United States federal income tax purposes. See "Material United States Federal Income Tax Considerations."
Use of Proceeds	We will not receive any proceeds from the issuance of the Exchange Notes in the exchange offer.
Exchange Agent	U.S. Bank National Association is serving as the exchange agent for the exchange offer.
Shelf Registration Statement	In limited circumstances, holders of Old Notes may require us to register their Old Notes under a shelf registration statement.

Consequences of Not Exchanging Old Notes

If you do not exchange your Old Notes in the exchange offer, your Old Notes will continue to be subject to the restrictions on transfer currently applicable to the Old Notes. In general, you may offer or sell your Old Notes only:

- if they are registered under the Securities Act and applicable state securities laws;
- if they are offered or sold under an exemption from registration under the Securities Act and applicable state securities laws; or
- if they are offered or sold in a transaction not subject to the Securities Act and applicable state securities laws.

We do not currently intend to register the Old Notes under the Securities Act. Under some circumstances, however, holders of the Old Notes, including holders who are not permitted to participate in the exchange offer or who may not freely resell Exchange Notes received in the exchange offer, may require us to file, and to cause to become effective, a shelf registration statement covering resales of Old Notes by these holders. For more information regarding the consequences of not tendering your Old Notes and our obligation to file a shelf registration statement, see "The Exchange Offer—Consequences of Failure to Exchange" and "The Exchange Offer—Shelf Registration."

Description of Exchange Notes

The form and terms of the Exchange Notes are the same as the form and terms of the Old Notes, except that the Exchange Notes will be registered under the Securities Act. As a result, the Exchange Notes will not bear legends restricting their transfer and will not contain the registration rights and additional interest provisions contained in the Old Notes. The Exchange Notes represent the same debt as the Old Notes. The Old Notes and the Exchange Notes are governed by the same indenture and are together considered a single class of securities under that indenture. Unless the context indicates otherwise, we use the term "Notes" in this prospectus to refer collectively to the Old Notes and the Exchange Notes. The following summary contains basic information about the Exchange Notes and is not intended to be complete. For a more complete understanding of the Exchange Notes, please refer to the section entitled "Description of Exchange Notes" in this prospectus

Issuer	CHS/Community Health Systems, Inc., a Delaware corporation.
Notes Offered	$2,000,000,000 aggregate principal amount of 8.00% senior notes due 2019.
Maturity Date	The Exchange Notes will mature on November 15, 2019.
Interest Rate	The Exchange Notes will bear interest at a rate of 8.00% per annum. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.
Interest Payment Dates	Interest on the Exchange Notes will be payable semi-annually on May 15 and November 15 of each year, commencing on May 15, 2012.
Guarantees	The Exchange Notes will be fully, jointly, severally and unconditionally guaranteed on a senior unsecured basis by Holdings and certain of our existing and future direct and indirect subsidiaries that guarantee any of our other indebtedness, all of which we refer to in this prospectus as the guarantors. Any subsidiary that guarantees our obligations or the obligations of our domestic subsidiaries under our Credit Facilities in the future will guarantee the Exchange Notes unless we designate such subsidiary as an "unrestricted subsidiary" under the indenture.
Ranking	The Exchange Notes and guarantees thereof will be the Issuer's and the guarantors' unsecured senior obligations. Accordingly, they will: • be effectively subordinated in right of payment to all of our and the guarantors' obligations under all existing and future secured indebtedness, including the borrowings under our senior secured credit facilities (the "Credit Facility"), to the extent of the value of the assets securing such obligations; • be structurally subordinated to all existing and future obligations of each of our subsidiaries that is not a guarantor of the Exchange Notes; • rank pari passu in right of payment with all of our and the guarantors' existing and future senior indebtedness, including the Old Notes; and

	• rank senior in right of payment to all of our and the guarantors' future subordinated indebtedness. As of December 31, 2011, we had approximately $6.0 billion aggregate principal amount of senior secured indebtedness outstanding, and an additional $750 million that we would have been able to borrow under our Credit Facility, to which the Exchange Notes would have been effectively subordinated to the extent of the value of the assets securing such indebtedness.
Optional Redemption	At any time prior to November 15, 2014, we may redeem up to 35% of the aggregate principal amount of the Exchange Notes with the proceeds of certain equity offerings at the redemption price set forth in this prospectus, plus accrued and unpaid interest, if any, to the redemption date. See "Description of Exchange Notes—Optional redemption." At any time prior to November 15, 2015, we may also redeem some or all of the Exchange Notes at a price equal to 100% of the principal amount of the Exchange Notes redeemed, plus accrued and unpaid interest, if any, to the redemption date and a "make-whole premium" as described in this prospectus. See "Description of Exchange Notes—Optional redemption." The Exchange Notes will be redeemable at our option, in whole or in part, at any time on or after November 15, 2015, at the redemption prices set forth in this prospectus, together with accrued and unpaid interest, if any, to the date of redemption. See "Description of Exchange Notes—Optional redemption."
Change of Control Offer	If a change of control occurs, each holder of Exchange Notes will have the right to require us to purchase all or a portion of its Exchange Notes at 101% of the principal amount of the notes on the date of purchase, plus any accrued and unpaid interest and additional interest, if any, to the date of repurchase. See "Description of Exchange Notes—Change of control."
Asset Sale Offer	If we sell assets under certain circumstances we must offer to repurchase the Exchange Notes at 100% of their principal amount, plus accrued and unpaid interest, if any, to the applicable repurchase date. See "Description of Exchange Notes—Limitation on Sales of Assets and Subsidiary Stock."
Restrictive Covenants	The Exchange Notes will be issued under the indenture that contains covenants that, among other things, restrict our ability and the ability of our restricted subsidiaries to: • incur or guarantee additional indebtedness; • pay dividends or make other restricted payments; • make certain investments;

	• create or incur certain liens; • sell assets and subsidiary stock; • transfer all or substantially all of our assets or enter into merger or consolidation transactions; and • enter into transactions with our affiliates. These covenants will be subject to a number of important exceptions and qualifications. See "Description of Exchange Notes—Certain covenants."
No Established Trading Market	The Exchange Notes are new issues of securities with no established trading market. We do not intend to apply for the Exchange Notes to be listed on any securities exchange or included in any automated quotation system. We cannot assure you that a liquid market for the Exchange Notes will develop or be maintained.
Use of Proceeds	We will not receive any proceeds from the issuance of the Exchange Notes pursuant to the exchange offer.
Risk Factors	Investment in the Exchange Notes involves substantial risks. You should consider carefully all of the information set forth in this prospectus and, in particular, you should evaluate the specific factors discussed in the section entitled "Risk Factors" before deciding to invest in the Exchange Notes. For more complete information about the Exchange Notes, see "Description of Exchange Notes."

Summary historical financial and other data

The following table sets forth a summary of our selected consolidated historical financial data as of and for the periods presented. The summary historical financial information presented below for each of the three years ended December 31, 2011 has been derived from our audited consolidated financial statements. Our consolidated financial statements for each of the three years in the period ended December 31, 2011 have been audited by Deloitte & Touche LLP, independent registered public accounting firm.

The following summary historical financial and other data should be read in conjunction with "Selected Historical Financial and Other Information," "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations," and our consolidated financial statements and the related notes thereto, included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2011, filed with the SEC on February 23, 2012, which are incorporated by reference in this prospectus.

	Year Ended December 31,		
	2009	2010	2011
	(Dollars in thousands)		
Consolidated Statement of Income Data			
Net operating revenues	$11,742,454	$12,623,274	$13,626,168
Operating costs and expenses:			
Salaries and benefits	4,701,231	5,093,767	5,577,925
Provision for bad debts	1,408,953	1,530,852	1,719,956
Supplies	1,649,779	1,738,088	1,834,106
Other operating expenses	2,129,081	2,296,063	2,515,638
Electronic health records incentive reimbursement	—	—	(63,397)
Rent	237,536	248,463	254,781
Depreciation and amortization	551,043	594,997	652,674
Total operating costs and expenses	10,677,623	11,502,230	12,491,683
Income from operations	1,064,831	1,121,044	1,134,485
Interest expense, net[1]	643,608	647,593	644,410
Loss (gain) from early extinguishment of debt	(2,385)	—	66,019
Equity in earnings of unconsolidated affiliates	(36,531)	(45,443)	(49,491)
Impairment of long-lived and other assets	12,477	—	—
Income from continuing operations before income taxes	447,662	518,894	473,547
Provision for income taxes	141,851	163,681	137,653
Income from continuing operations	305,811	355,213	335,894
Discontinued operations, net of taxes:			
Income (loss) from operations of entities sold	971	(6,772)	(7,769)
Impairment of hospitals sold	—	—	(47,930)
Loss on sale, net	(405)	—	(2,572)
Income (loss) from discontinued operations	566	(6,772)	(58,271)
Net income	306,377	348,441	277,623
Less: Net income attributable to noncontrolling interests	63,227	68,458	75,675
Net income attributable to Community Health Systems, Inc.	$ 243,150	$ 279,983	$ 201,948
Statement of Cash Flows Data			
Net cash provided by operating activities	$ 1,076,429	$ 1,188,730	$ 1,261,908
Net cash used in investing activities	(867,182)	(1,044,310)	(1,195,775)
Net cash used in financing activities	(85,361)	(189,792)	(235,437)

	Year Ended December 31,		
	2009	2010	2011
	(Dollars in thousands)		
Other Financial Data			
Adjusted EBITDA(2)	$ 1,652,405	$ 1,761,484	$ 1,836,650
Operating Data			
Number of hospitals (at end of period)	122	127	131
Licensed beds (at end of period)(3)	17,557	19,004	19,695
Beds in service (at end of period)(4)	15,539	16,264	16,832
Admissions(5)	675,902	678,284	675,050
Adjusted admissions(6)	1,242,647	1,277,235	1,330,988
Patient days(7)	2,874,125	2,891,699	2,970,044
Average length of stay (days)(8)	4.3	4.3	4.4
Occupancy rate (beds in service)(9)	51.3%	50.2%	49.1%
Net operating revenues	$11,742,454	$12,623,274	$13,626,168
Net inpatient revenues as a % of total net operating revenues	50.4%	49.3%	46.1%
Net outpatient revenues as a % of total net operating revenues	47.3%	48.5%	51.9%
Consolidated Balance Sheet Data (end of period)			
Working Capital	$ 1,217,199	$ 1,229,153	$ 934,950
Property and equipment, net	6,132,246	6,324,437	6,855,976
Cash and cash equivalents	344,541	299,169	129,865
Total assets	14,021,472	14,698,123	15,208,840
Long-term debt	8,844,638	8,808,382	8,782,798
Other long-term liabilities	858,952	1,001,675	949,990
Total Community Health Systems, Inc. stockholders' equity	1,950,635	2,189,464	2,397,096

(1) Interest expense, net of income of approximately $4.7 million, $1.8 million and $3.6 million in 2011, 2010 and 2009, respectively.

(2) EBITDA consists of net income attributable to Community Health Systems, Inc. before interest, income taxes, depreciation and amortization. Adjusted EBITDA is EBITDA adjusted to exclude discontinued operations, gain/loss from early extinguishment of debt and net income attributable to noncontrolling interests. We have from time to time sold noncontrolling interests in certain of our subsidiaries or acquired subsidiaries with existing noncontrolling interest ownership positions. We believe that it is useful to present Adjusted EBITDA because it excludes the portion of EBITDA attributable to these third-party interests and clarifies for investors our portion of EBITDA generated by continuing operations. We use Adjusted EBITDA as a measure of liquidity and the most comparable GAAP measure is net cash provided from operating activities. We have included this measure because we believe it provides investors with additional information about our ability to incur and service debt and make capital expenditures. Adjusted EBITDA is the basis for a key component in the determination of our compliance with some of the covenants under the Credit Facility, as well as to determine the interest rate and commitment fee payable under the Credit Facility (although Adjusted EBITDA as presented here does not include all of the adjustments described in the Credit Facility).

EBITDA and Adjusted EBITDA are not measurements of financial performance or liquidity under generally accepted accounting principles. They should not be considered in isolation or as a substitute for net income, operating income, cash flows from operating, investing or financing activities, or any other measure calculated in accordance with generally accepted accounting principles. The items excluded from EBITDA and Adjusted EBITDA are significant components in understanding and evaluating financial performance and liquidity. Our calculation of EBITDA and Adjusted EBITDA may not be comparable to similarly titled measures reported by other companies. See "Non-GAAP Financial Measures."

The following table reconciles Adjusted EBITDA, as defined, to our net cash provided by operating activities as derived directly from our consolidated financial statements for the years ended December 31, 2009, 2010 and 2011:

	Year Ended December 31,		
	2009	2010	2011
	(Dollars in thousands)		
Adjusted EBITDA	$1,652,405	$1,761,484	$1,836,650
Interest expense, net	(643,608)	(647,593)	(644,410)
Provision for income taxes	(141,851)	(163,681)	(137,653)
Deferred income taxes	34,268	97,370	107,032
Income (loss) from operations of hospitals sold	971	(6,772)	(7,769)
Depreciation and amortization of discontinued operations	15,500	14,842	4,991
Stock compensation expense	44,501	38,779	42,542
Income tax payable increase (excess tax benefit) relating to stock-based compensation	3,472	(10,219)	(5,290)
Other non-cash expenses, net	22,870	12,503	28,716
Changes in operating assets and liabilities, net of effects of acquisitions and divestitures:			
Patient accounts receivable	58,390	(27,049)	(138,332)
Supplies, prepaid expenses and other current assets	(34,535)	(39,904)	(42,858)
Accounts payable, accrued liabilities and income taxes	86,098	161,952	246,110
Other	(22,052)	(2,982)	(27,821)
Net cash provided by operating activities	$1,076,429	$1,188,730	$1,261,908

(3) Licensed beds are the number of beds for which the appropriate state agency licenses a facility regardless of whether the beds are actually available for patient use.
(4) Beds in service are the number of beds that are readily available for patient use.
(5) Admissions represent the number of patients admitted for inpatient treatment.
(6) Adjusted admissions is a general measure of combined inpatient and outpatient volume. We computed adjusted admissions by multiplying admissions by gross patient revenues and then dividing that number by gross inpatient revenues.
(7) Patient days represent the total number of days of care provided to inpatients.
(8) Average length of stay (days) represents the average number of days inpatients stay in our hospitals.
(9) We calculated occupancy rate percentages by dividing the average daily number of inpatients by the weighted-average number of beds in service.

COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for each of the periods shown on a consolidated basis. For purposes of determining the ratio of earnings to fixed charges, earnings are defined as earnings (loss) from continuing operations before income taxes, plus fixed charges. Fixed charges consist of interest expense on all indebtedness, amortization of debt discount, amortization of deferred financing costs and an interest factor attributable to operating leases.

	Fiscal Years Ended December 31,				
	2007	2008	2009	2010	2011
Earnings					
Income from continuing operations before provision for income taxes	$111,858	$ 366,287	$ 447,662	$ 518,894	$ 473,547
Income from equity investees	(25,136)	(42,073)	(36,531)	(45,443)	(49,491)
Distributed income from equity investees	19,902	32,897	33,705	33,882	39,995
Interest and amortization of deferred finance costs	356,488	643,397	643,608	647,593	644,410
Amortization of capitalized interest	881	1,468	2,021	2,421	2,882
Implicit rental interest expense	36,696	55,440	59,384	62,116	63,695
Total Earnings	$500,689	$1,057,416	$1,149,849	$1,219,463	$1,175,038
Fixed Charges					
Interest and amortization of deferred finance costs	$356,488	$ 643,397	$ 643,608	$ 647,593	$ 644,410
Capitalized interest	19,009	22,087	16,649	11,316	20,998
Implicit rental interest expense	36,696	55,440	59,384	62,116	63,695
Total Fixed Charges	$412,193	$ 720,924	$ 719,641	$ 721,025	$ 729,103
Ratio of earnings to fixed charges	1.21x	1.47x	1.60x	1.69x	1.61x

RISK FACTORS

You should carefully consider the risks described below and all of the information contained in this prospectus before deciding whether to participate in the exchange offer. The risks and uncertainties described below are not the only risks and uncertainties that we face. Additional risks and uncertainties not presently known to us or that we currently deem immaterial may also impair our business operations. If any of those risks actually occurs, our business, financial condition and results of operations would suffer. In such case, you may lose all or part of your original investment. The risks discussed below also include forward-looking statements, and our actual results may differ substantially from those discussed in these forward-looking statements. See "Cautionary Statement Regarding Forward-Looking Statements" in this prospectus.

Risks related to the exchange offer, the Exchange Notes and our Indebtedness

We may not be able to generate sufficient cash to service all of our indebtedness, including the Exchange Notes, and we may be forced to take other actions to satisfy our obligations under our indebtedness, which may not be successful.

Our ability to make scheduled payments on or to refinance our indebtedness depends on our financial and operating performance, which is subject to prevailing economic and competitive conditions and to financial, business and other factors beyond our control. We cannot assure you that we will maintain a level of cash flows from operating activities sufficient to permit us to pay the principal, premium, if any, and interest on our indebtedness. See "Cautionary Statement Regarding Forward-Looking Statements" herein and "Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources" included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2011 filed with the SEC on February 23, 2012, which is incorporated by reference in this prospectus.

If our cash flows and capital resources are insufficient to fund our debt service obligations, we may be forced to reduce or delay capital expenditures, including those required for operating our existing hospitals, for integrating our historical acquisitions or for future acquisitions. We also may be forced to sell assets or operations, seek additional capital or restructure or refinance our indebtedness, including the Exchange Notes. We cannot assure you that we would be able to take any of these actions, that these actions would be successful and permit us to meet our scheduled debt service obligations or that these actions would be permitted under the terms of our existing or future debt agreements, including our Credit Facility, the indenture (the "2015 Notes Indenture") governing our 8.875% Senior Notes due 2015 (the "2015 Notes") and the indenture governing the notes. For example, our Credit Facility, the Existing Notes Indenture and the indenture governing the notes restrict our ability to dispose of assets and use the proceeds from any dispositions. We may not be able to consummate those dispositions and any proceeds we receive may not be adequate to meet any debt service obligations then due. See "Description of Certain Indebtedness" and "Description of Exchange Notes."

We are a holding company and may not have access to sufficient cash to make payments on the Exchange Notes.

We are a holding company with no direct operations. Our principal assets are the equity interests we hold in our operating subsidiaries. As a result, we are dependent upon dividends and other payments from our subsidiaries to generate the funds necessary to meet our outstanding debt service and other obligations. Our subsidiaries may not generate sufficient cash from operations to enable us to make principal and interest payments on our indebtedness, including the Exchange Notes. In addition, any payments of dividends, distributions, loans or advances to us by our subsidiaries could be subject to legal and contractual restrictions. Our subsidiaries are permitted under the terms of our indebtedness, including the indenture governing the notes, to incur additional indebtedness that may restrict payments from those subsidiaries to us. The agreements governing the current and future indebtedness of our subsidiaries may not permit those subsidiaries to provide us with sufficient cash to fund payments on the Exchange Notes when due.

Our subsidiaries are separate and distinct legal entities, and they may have (except to the extent of any guarantees of the notes) no obligation, contingent or otherwise, to pay amounts due under the Exchange Notes or to make any funds available to pay those amounts, whether by dividend, distribution, loan or other payment.

Restrictive covenants in the agreements governing our indebtedness may adversely affect us.

The Credit Facility, the 2015 Notes Indenture and/or the indenture governing the notes contain various covenants that limit our ability and/or our restricted subsidiaries' ability to:

- incur, assume or guarantee additional indebtedness;
- issue redeemable stock and preferred stock;
- repurchase capital stock;
- make restricted payments, including paying dividends and making investments;
- redeem debt that is junior in right of payment to the notes;
- create liens;
- sell or otherwise dispose of assets, including capital stock of subsidiaries;
- enter into agreements that restrict dividends from subsidiaries;
- merge, consolidate, sell or otherwise dispose of substantially all our assets;
- enter into transactions with affiliates; and
- guarantee indebtedness.

In addition, our Credit Facility contains other restrictive covenants and requires us to maintain specified financial ratios and satisfy other financial condition tests. Our ability to meet those financial ratios and tests can be affected by events beyond our control, and we cannot assure you that we will meet those tests. A breach of any of these covenants could result in a default under our Credit Facility, the 2015 Notes and/or the notes. Upon the occurrence of an event of default under our Credit Facility or the 2015 Notes Indenture, all amounts outstanding under our Credit Facility and/or the 2015 Notes could be declared to be immediately due and payable and the lenders under the Credit Facility could terminate all commitments to extend further credit. If we were unable to repay those amounts, the lenders under our Credit Facility could proceed against the collateral granted to them to secure that indebtedness. We have pledged a significant portion of our assets as collateral under our Credit Facility. If the lenders under our Credit Facility accelerate the repayment of borrowings, we cannot assure you that we will have sufficient assets to repay our Credit Facility and our other indebtedness, including the Exchange Notes.

Our variable rate indebtedness subjects us to interest rate risk, which could cause our debt service obligations to increase significantly.

Our borrowings under the Credit Facility are at variable rates of interest and expose us to interest rate risk. If interest rates increase, our debt service obligations on the variable rate indebtedness would increase even though the amount borrowed remained the same, and our net income would decrease.

Our interest expense, net, for the year ended December 31, 2011 was $644.4 million. For the year ended December 31, 2011, a fluctuation in interest rates of 1% on our variable rate debt that is not hedged by interest rate swaps would have resulted in a fluctuation in our interest expense of approximately $7.2 million.

If we default on our obligations to pay our indebtedness, we may not be able to make payments on the Exchange Notes.

Any default under the agreements governing our indebtedness, including a default under our Credit Facility that is not waived by the required lenders, and the remedies sought by the holders of indebtedness as a result of a

default, could render us unable to pay principal, premium, if any, and interest on the Exchange Notes and substantially decrease the market value of the Exchange Notes. If we are unable to generate sufficient cash flow and are otherwise unable to obtain funds necessary to meet required payments of principal, premium, if any, and interest on our indebtedness, or if we otherwise fail to comply with the various covenants, including financial and operating covenants, in the instruments governing our indebtedness, including covenants in the indenture governing the notes, the 2015 Notes Indenture and our Credit Facility, we could be in default under the terms of the agreements governing our indebtedness, including our Credit Facility, the 2015 Notes Indenture and the indenture governing the notes. In the event of any default, the holders of this indebtedness could elect to declare all the funds borrowed to be immediately due and payable, together with accrued and unpaid interest; the lenders under our Credit Facility could elect to terminate their commitments under the Credit Facility, cease making further loans and institute foreclosure proceedings against our assets; and we could be forced into bankruptcy or liquidation. If our operating performance declines, we may in the future need to obtain waivers from the required lenders under our Credit Facility to avoid being in default. If we breach our covenants under our Credit Facility and seek a waiver, we may not be able to obtain a waiver from the required lenders. If this occurs, we would be in default under our Credit Facility, the lenders could exercise their rights, as described above, and we could be forced into bankruptcy or liquidation. See "Description of Certain Indebtedness" and "Description of Exchange Notes."

Your ability to receive payments on these Exchange Notes is effectively subordinated to those lenders who have a security interest in our assets to the extent of the value of those assets.

Our obligations under the Exchange Notes will be unsecured, but our obligations under the Credit Facility are secured by a security interest in substantially all of our assets. The Issuer is the borrower under the Credit Facility and Holdings and certain of its existing and future domestic subsidiaries have or will guarantee the obligations under the Credit Facility on a senior secured basis. If we are declared bankrupt or insolvent, or if we default under the Credit Facility, the lenders could declare all of the funds borrowed thereunder, together with accrued and unpaid interest, immediately due and payable. If we are unable to repay such indebtedness, the lenders could foreclose on the assets securing the Credit Facility to the exclusion of holders of the Exchange Notes, even if an event of default exists under the indenture governing the notes at such time. In such event, because the Exchange Notes will not be secured by any of our assets, it is possible that there would be no assets remaining from which claims of the holders of Exchange Notes could be satisfied or, if any assets remained, they might be insufficient to satisfy such claims fully.

Claims of holders of the Exchange Notes will be structurally subordinated to claims of creditors of our subsidiaries that do not guarantee the Exchange Notes.

As of the issue date, the Exchange Notes will be guaranteed by certain of our domestic subsidiaries. Claims of holders of the Exchange Notes will be structurally subordinated to the claims of creditors of our subsidiaries that do not guarantee the Exchange Notes, including trade creditors. All obligations of these subsidiaries will have to be satisfied before any of the assets of such subsidiaries would be available for distribution, upon a liquidation or otherwise, to us or to creditors of us, including the holders of the Exchange Notes.

We estimate that our non-guarantor subsidiaries would have accounted for approximately $5.7 billion, or 42%, of our total net operating revenue, and approximately $579 million, or 32%, of our total Adjusted EBITDA, in each case, for the year ended December 31, 2011, and approximately $7.7 billion, or 51%, of our total assets, and approximately $7.1 billion, or 57%, of our total liabilities, in each case, as of December 31, 2011.

We may not be able to satisfy our obligations to holders of the Exchange Notes upon a change of control.

Upon the occurrence of a "change of control," as defined in the indenture governing the notes, the holders of the Exchange Notes will be entitled to require us to repurchase the outstanding Exchange Notes at a purchase price equal to 101% of the principal amount of the Exchange Notes plus accrued and unpaid interest and

additional interest, if any, to the date of repurchase. Failure to make this repurchase would result in a default under the indenture. Also, our Credit Facility may effectively prevent the purchase of the Exchange Notes by us if a change of control occurs and these lenders do not consent to our purchase of the Exchange Notes, unless all amounts outstanding under the Credit Facility are repaid in full. Our failure to purchase or give a notice of purchase of the Exchange Notes would be a default under the indenture, which would in turn be a default under the Credit Facility. In addition, a change of control may constitute an event of default under the Credit Facility. A default under the Credit Facility would result in a default under the indenture if the lenders accelerate the debt under the Credit Facility. The 2015 Notes Indenture contains, and any future credit agreements or other agreements to which we become a party may contain, similar restrictions and provisions. The exercise by holders of the Exchange Notes of their right to require us to repurchase the Exchange Notes could cause a default under our other debt agreements due to the financial effect of these repurchases on us, even if the change of control itself does not cause a default under the indenture.

In the event of a change of control, we may not have sufficient funds to repurchase the Exchange Notes and to satisfy our other obligations under the Exchange Notes and any other indebtedness. The source of funds for any purchase of Exchange Notes would be available cash or cash generated from other sources, which may not be available. Upon the occurrence of a change of control, we could seek to refinance our indebtedness or obtain a waiver from our lenders, but it is possible that we may not be able to obtain a waiver or refinance our indebtedness on commercially reasonable terms, if at all. On the other hand, the provisions in the indenture governing the notes regarding a change of control could increase the difficulty of a potential acquiror obtaining control of us. See “Description of Exchange Notes—Change of Control.”

The change of control provisions in the indenture governing the notes may not protect you in the event we consummate a highly leveraged transaction, reorganization, restructuring, merger or other similar transaction, unless such transaction constitutes a change of control under the indenture. Some of these transactions may not involve a change in voting power or beneficial ownership or, even if they do, may not involve a change in the magnitude required under the definition of “Change of Control” in the indenture to trigger our obligation to repurchase the Exchange Notes. Except as described above, the indenture does not contain provisions that permit the holders of the Exchange Notes to require us to repurchase or redeem the Exchange Notes in the event of a takeover, recapitalization or similar transaction. Therefore, if an event occurs that does not constitute a change of control as defined under the indenture governing the notes, we will not be required to make an offer to repurchase the Exchange Notes and you may be required to hold your Exchange Notes despite the event. See “Description of Exchange Notes—Change of Control.”

Subsidiary guarantors will be automatically released from their obligations under the Credit Facility in a variety of circumstances, which may cause those subsidiary guarantors to be released from their guarantees of the Exchange Notes.

While any obligations under the Credit Facility remain outstanding, any subsidiary guarantor of the Exchange Notes may be released without action by, or consent of, any holder of the Exchange Notes or the trustee under the indenture governing the notes, if any subsidiary guarantor is no longer a guarantor of obligations under the Credit Facility and such subsidiary has no outstanding debt subject to certain exceptions. See “Description of Exchange Notes.” Upon the closing of any asset sale permitted under the Credit Facility consisting of the sale of all of the equity interests of any subsidiary guarantor, the obligations of such subsidiary guarantor under the Credit Facility will be automatically discharged and released. In addition, if any shares of a subsidiary guarantor are subject to certain permitted interest transfers under the Credit Facility, including transfers of such shares in connection with permitted joint ventures or permitted syndication transactions under the Credit Facility, the obligations of such subsidiary guarantor under the Credit Facility will be automatically discharged and released. You will not have a claim as a creditor against any subsidiary that is no longer a guarantor of the Exchange Notes, and the indebtedness and other liabilities, including trade payables, whether secured or unsecured, of those subsidiaries will effectively be senior to claims of noteholders.

Federal and state statutes allow courts, under specific circumstances, to void guarantees and require Exchange Note holders to return payments received from guarantors.

Under the terms of the indenture governing the notes, the Exchange Notes will be guaranteed by Holdings and certain of our subsidiaries at the time of issuance. If Holdings or one of the subsidiaries that is a guarantor of the Exchange Notes becomes the subject of a bankruptcy case or a lawsuit filed by unpaid creditors of any such guarantor, the guarantees entered into by these guarantors may be reviewed under the federal bankruptcy law and comparable provisions of state fraudulent transfer laws. Under these laws, a guarantee could be voided, or claims in respect of a guarantee could be subordinated to other obligations of a guarantor if, among other things, the guarantor, at the time it incurred the indebtedness evidenced by its guarantee:

- received less than reasonably equivalent value or fair consideration for entering into the guarantee; and
- either:
  - was insolvent or rendered insolvent by reason of entering into the guarantee;
  - was engaged in a business or transaction for which the guarantor's remaining assets constituted unreasonably small capital; or
  - intended to incur, or believed that it would incur, debts or contingent liabilities beyond its ability to pay such debts or contingent liabilities as they become due.

In such event, any payment by a guarantor pursuant to its guarantee could be voided and required to be returned to the guarantor, or to a fund for the benefit of the guarantor's creditors under those circumstances.

If a guarantee of a guarantor were voided as a fraudulent conveyance or held unenforceable for any other reason, in all likelihood holders of the Exchange Notes would be creditors solely of CHS/Community Health Systems, Inc. and those guarantors whose guarantees had not been voided. The Exchange Notes then would in effect be structurally subordinated to all liabilities of any guarantor whose guarantee was voided.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a guarantor would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than the fair saleable value of all of its assets;
- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or
- it could not pay its debts or contingent liabilities as they become due.

We cannot assure you as to what standard a court would use to determine whether or not a guarantor would be solvent at the relevant time, or regardless of the standard used, that the guarantees would not be subordinated to any guarantor's other debt.

If a court held that the guarantees should be invalidated as fraudulent conveyances, the court could void, or hold unenforceable, the guarantees, which could mean that you may not receive any payments under the guarantees and the court may direct you to return any amounts that you have already received from any guarantor. Furthermore, the holders of the Exchange Notes would cease to have any direct claim against the applicable guarantor. Consequently, the applicable guarantor's assets would be applied first to satisfy the applicable guarantor's other liabilities, before any portion of its assets could be applied to the payment of the Exchange Notes. Sufficient funds to repay the Exchange Notes may not be available from other sources, including the remaining guarantors, if any. Moreover, the invalidation of a guarantee could result in acceleration of such debt (if not otherwise accelerated due to our or our guarantors' insolvency or other proceeding).

Each guarantee contains a provision intended to limit the guarantor's liability to the maximum amount that it could incur without causing the incurrence of obligations under its guarantee to be a fraudulent transfer. This provision may not be effective to protect the guarantees from being voided under fraudulent transfer law or may reduce or eliminate the guarantor's obligation to an amount that effectively makes the guarantee worthless. For example, in 2009, the U.S. Bankruptcy Court in the Southern District of Florida in Official Committee of Unsecured Creditors of TOUSA, Inc. v. Citicorp N. Am., Inc. found a savings clause provision in that case to be ineffective and held the guarantees at issue in that case to be fraudulent transfers and voided them in their entirety.

There is no assurance that any active trading market will develop for the Exchange Notes.

The Exchange Notes are being issued to, and will be owned by, a relatively small number of beneficial owners. There is no established trading market for the Exchange Notes, or for the Old Notes. We do not intend to apply for the Exchange Notes to be listed on any securities exchange or to arrange for quotation on any automated dealer quotation system. You may not be able to sell your notes at a particular time or at favorable prices. As a result, we cannot assure you as to the liquidity of any trading market for the Exchange Notes or as to whether any market will develop or be maintained. Accordingly, you may be required to bear the financial risk of your investment in the Exchange Notes indefinitely. If a trading market were to develop, future trading prices of the Exchange Notes may be volatile and will depend on many factors, including:

- the number of holders of Exchange Notes;
- our operating performance and financial condition;
- the market for similar securities;
- the interest of securities dealers in making a market in the Exchange Notes; and
- prevailing interest rates.

Historically, the market for non-investment grade debt has been subject to disruptions that have caused substantial volatility in the prices of securities similar to the Exchange Notes. We cannot assure you that the market, if any, for the Exchange Notes will be free from similar disruptions or that any disruptions may not adversely affect the prices at which you may sell your Exchange Notes. Therefore, we cannot assure you that you will be able to sell your Exchange Notes at a particular time or that the price that you receive when you sell will be favorable.

Our level of indebtedness could adversely affect our ability to raise additional capital to fund our operations, limit our ability to react to changes in the economy or our industry and prevent us from meeting our obligations under the agreements relating to our indebtedness.

We are significantly leveraged. The following table below shows our level of indebtedness and other information as of December 31, 2011. As of December 31, 2011, a $750 million revolving credit facility was available to us for working capital and general corporate purposes under the Credit Facility, with $37.7 million of the revolving credit facility being set aside for outstanding letters of credit. On November 5, 2010, we entered into an amendment and restatement of our existing Credit Facility, which extended by two and a half years, until January 25, 2017 (subject to customary acceleration events) or, if more than $50 million of our 2015 Notes are outstanding on April 15, 2015, to April 15, 2015, the maturity date of $1.5 billion of the existing term loans under the Credit Facility. In addition, effective February 2, 2012, we completed an additional amendment and restatement of the Credit Facility, which extended by two and a half years the maturity date of an additional $1.6 billion of our existing non-extended term loans under the Credit Facility, until January 25, 2017 (subject to customary acceleration events) or, if more than $50 million of our 2015 Notes are outstanding on April 15, 2015, to April 15, 2015. The remaining approximately $2.9 billion of term loans mature in 2014. On November 22, 2011, we completed our offering of $1.0 billion aggregate principal amount of the Existing Notes, which were issued in a private placement. The net proceeds from this issuance, together with available cash on hand, were used to finance the purchase of $1.0 billion aggregate principal amount of outstanding 2015 Notes and to pay

related fees and expenses. The Existing Notes are our unsecured senior obligations and are guaranteed on a senior basis by us and by certain of our domestic subsidiaries. With the exception of some small principal payments of our term loans under our Credit Facility, representing less than 1% of the outstanding balance each year through 2013, approximately $2.9 billion of term loans under our Credit Facility mature in 2014, our 2015 Notes are due in 2015, the remaining $3.1 billion of term loans mature in 2017 and our Existing Notes are due in 2019.

	December 31, 2011	
	Actual	As Adjusted(1)
	(Dollars in millions)	
Senior secured credit facility term loans	$5,949.4	$5,219.1
Revolving credit facility	30.0	—
2015 Notes	1,777.6(2)	930.7(3)
Existing Notes	1,000.0	—
Exchange Notes offered hereby	—	2,025.0(4)
Replacement Revolver Facility	—	30.0
Incremental Term Loan	—	750.0
Other	89.5	89.5
Total Debt	$8,846.5	$9,044.3
Total Community Health Systems, Inc. stockholders' equity	$2,397.1	$2,331.6

(1) On an as adjusted basis to give effect to (i) the issuance of the Exchange Notes offered hereby, (ii) the amendment and restatement of our existing credit facility effective February 2, 2012, (iii) the Replacement Revolver Facility and Incremental Term Loan and (iv) the use of a portion of the net proceeds from the Add-On Notes offering to repurchase $850 million aggregate principal amount of the 2015 Notes in the Tender Offer (assuming that $850 million principal amount of 2015 Notes are tendered prior to the Early Tender Deadline and accepted for purchase in the Tender Offer).

(2) The 2015 Notes were sold in July 2007 at a discount of $21.3 million. The Actual balance of the 2015 Notes at December 31, 2011 as presented above is net of the unamortized discount of $6.75 million.

(3) The 2015 Notes were sold in July 2007 at a discount of $21.3 million. The As Adjusted balance of the 2015 Notes at December 31, 2011 as presented above is net of the unamortized discount of $3.66 million.

(4) The Add-On Notes sold March 21, 2012 were issued at a premium of $25.0 million, which is reflected in the As Adjusted basis. The Existing Notes were sold November 22, 2011 at face value.

As of December 31, 2011, our approximately $4.9 billion notional amount of interest rate swap agreements represented approximately 82% of our variable rate debt. On a prospective basis, a 1% change in interest rates on the remaining unhedged variable rate debt existing as of December 31, 2011, would result in interest expense fluctuating approximately $11.0 million per year. As of March 7, 2012, the principal amount outstanding under our revolving credit facility was $500 million.

The counterparty to the interest rate swap agreements exposes us to credit risk in the event of non-performance. However, at December 31, 2011, we do not anticipate non-performance by the counterparty due to the net settlement feature of the agreements and our liability position with respect to each of our counterparties.

Our leverage could have important consequences for you, including the following:

- it may limit our ability to obtain additional debt or equity financing for working capital, capital expenditures, debt service requirements, acquisitions and general corporate or other purposes;
- a substantial portion of our cash flows from operations will be dedicated to the payment of principal and interest on our indebtedness and will not be available for other purposes, including our operations, capital expenditures, and future business opportunities;

- the debt service requirements of our indebtedness could make it more difficult for us to satisfy our financial obligations;
- some of our borrowings, including borrowings under our Credit Facility, accrue interest at variable rates, exposing us to the risk of increased interest rates;
- it may limit our ability to adjust to changing market conditions and place us at a competitive disadvantage compared to our competitors that have less debt; and
- we may be vulnerable in a downturn in general economic conditions or in our business, or we may be unable to carry out capital spending that is important to our growth.

Despite the fact that we plan to continue to manage the maturities of our indebtedness and pursue opportunistic refinancing transactions from time to time, any financing that we pursue (including the accounts receivable securitization facility that we expect to close during the first fiscal quarter of 2012) may not be completed on terms satisfactory to us, if at all. In addition, our interest expense may increase if we extend the maturity of our indebtedness.

Despite current indebtedness levels, we may still be able to incur substantially more debt. This could further exacerbate the risks described above.

We may be able to incur substantial additional indebtedness in the future. The terms of the 2015 Notes Indenture and the indenture that governs the notes do not fully prohibit us from doing so. For example, under such indentures, we may incur up to approximately $7.8 billion pursuant to a credit facility or a qualified receivables transaction, less certain amounts repaid with the proceeds of asset dispositions. As of December 31, 2011, our Credit Facility provided for commitments of up to approximately $6.7 billion in the aggregate. Additionally, our Credit Facility also gives us the ability to provide for one or more additional tranches of term loans in the aggregate principal amount of up to $1.0 billion without the consent of the existing lenders if specified criteria are satisfied and for up to $300 million of borrowing capacity from receivables transactions (including securitizations). If new debt is added to our current debt levels, the related risks that we now face could be further exacerbated.

Holders of Old Notes who fail to exchange their Old Notes in the exchange offer will continue to be subject to restrictions on transfer.

If you do not exchange your Old Notes for Exchange Notes in the exchange offer, you will continue to be subject to the restrictions on transfer applicable to the Old Notes. The restrictions on transfer of your Old Notes arise because we issued the Old Notes under exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws. In general, you may only offer or sell the Old Notes if they are registered under the Securities Act and applicable state securities laws, or offered and sold under an exemption from these requirements. We do not plan to register the Old Notes under the Securities Act. In addition, if there are only a small number of Old Notes outstanding, there may not be a very liquid market in those Old Notes. There may be few investors that will purchase unregistered securities in which there is not a liquid market. For further information regarding the consequences of tendering your Old Notes in the exchange offer, see the discussion below under the caption “Exchange Offer—Consequences of Failure to Exchange.”

Some holders who exchange their Old Notes may be deemed to be underwriters, and these holders will be required to comply with the registration and prospectus delivery requirements in connection with any resale transaction.

If you exchange your Old Notes in the exchange offer for the purpose of participating in a distribution of the Exchange Notes, you may be deemed to have received restricted securities and, if so, will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale transaction.

Based on interpretations by the SEC in no-action letters, we believe, with respect to Exchange Notes issued in the exchange offer, that:

- holders who are not "affiliates" of ours within the meaning of Rule 405 of the Securities Act;
- holders who acquire their Exchange Notes in the ordinary course of business;
- holders who do not engage in, intend to engage in, or have arrangements to participate in a distribution (within the meaning of the Securities Act) of the Exchange Notes; and
- are not broker-dealers do not have to comply with the registration and prospectus delivery requirements of the Securities Act.

Holders described in the preceding sentence must tell us in writing at our request that they meet these criteria. Holders that do not meet these criteria could not rely on interpretations of the SEC in no-action letters, and will have to register the Exchange Notes they receive in the exchange offer and deliver a prospectus for them. In addition, holders that are broker-dealers may be deemed "underwriters" within the meaning of the Securities Act in connection with any resale of Exchange Notes acquired in the exchange offer. Holders that are broker-dealers must acknowledge that they acquired their outstanding Exchange Notes in market-making activities or other trading activities and must deliver a prospectus when they resell Exchange Notes they acquire in the exchange offer in order not to be deemed an underwriter.

You must comply with the exchange offer procedures in order to receive new, freely tradable Exchange Notes.

Delivery of Exchange Notes in exchange for Old Notes tendered and accepted for exchange pursuant to the exchange offer will be made only after timely receipt by the exchange agent of book-entry transfer of Old Notes into the exchange agent's account at DTC, as depositary, including an Agent's Message (as defined herein). We are not required to notify you of defects or irregularities in tenders of Old Notes for exchange. Exchange Notes that are not tendered or that are tendered but we do not accept for exchange will, following consummation of the exchange offer, continue to be subject to the existing transfer restrictions under the Securities Act and, upon consummation of the exchange offer, certain registration and other rights under the Registration Rights Agreements will terminate. See "Exchange Offer—Procedures for Tendering Old Notes" and "Exchange Offer—Consequences of Failure to Exchange."

Risks related to our business

If competition decreases our ability to acquire additional hospitals on favorable terms, we may be unable to execute our acquisition strategy.

An important part of our business strategy is to acquire two to four hospitals each year. However, not-for-profit hospital systems and other for-profit hospital companies generally attempt to acquire the same type of hospitals as we do. Some of these other purchasers have greater financial resources than we do. Our principal competitors for acquisitions have included Health Management Associates, Inc. and LifePoint Hospitals, Inc. On some occasions, we also compete with HCA Holdings, Inc., or HCA, Universal Health Services, Inc., or UHS, and local market hospitals. In addition, some hospitals are sold through an auction process, which may result in higher purchase prices than we believe are reasonable. Therefore, we may not be able to acquire additional hospitals on terms favorable to us.

If we fail to improve the operations of acquired hospitals, we may be unable to achieve our growth strategy.

Many of the hospitals we have acquired had, or future acquisitions may have, significantly lower operating margins than we do and/or operating losses prior to the time we acquired or will acquire them. In the past, we have occasionally experienced temporary delays in improving the operating margins or effectively integrating the operations of these acquired hospitals. In the future, if we are unable to improve the operating margins of acquired hospitals, operate them profitably, or effectively integrate their operations, we may be unable to achieve our growth strategy.

If we acquire hospitals with unknown or contingent liabilities, we could become liable for material obligations.

Hospitals that we acquire may have unknown or contingent liabilities, including liabilities for failure to comply with healthcare laws and regulations. Although we generally seek indemnification from prospective sellers covering these matters, we may nevertheless have material liabilities for past activities of acquired hospitals.

State efforts to regulate the construction, acquisition or expansion of hospitals could prevent us from acquiring additional hospitals, renovating our facilities or expanding the breadth of services we offer.

Some states require prior approval for the construction or acquisition of healthcare facilities and for the expansion of healthcare facilities and services. In giving approval, these states consider the need for additional or expanded healthcare facilities or services. In some states in which we operate, we are required to obtain certificates of need, or CONs, for capital expenditures exceeding a prescribed amount, changes in bed capacity or services and some other matters. Other states may adopt similar legislation. We may not be able to obtain the required CONs or other prior approvals for additional or expanded facilities in the future. In addition, at the time we acquire a hospital, we may agree to replace or expand the facility we are acquiring. If we are not able to obtain the required prior approvals, we would not be able to replace or expand the facility and expand the breadth of services we offer. Furthermore, if a CON or other prior approval upon which we relied to invest in construction of a replacement or expanded facility, were to be revoked or lost through an appeal process, then we may not be able to recover the value of our investment.

State efforts to regulate the sale of hospitals operated by not-for-profit entities could prevent us from acquiring additional hospitals and executing our business strategy.

Many states, including some where we have hospitals and others where we may in the future acquire hospitals, have adopted legislation regarding the sale or other disposition of hospitals operated by not-for-profit entities. In other states that do not have specific legislation, the attorneys general have demonstrated an interest in these transactions under their general obligations to protect the use of charitable assets. These legislative and administrative efforts focus primarily on the appropriate valuation of the assets divested and the use of the proceeds of the sale by the non-profit seller. These review and, in some instances, approval processes can add additional time to the closing of a hospital acquisition. And, future actions on the state level could seriously delay or even prevent our ability to acquire hospitals.

If we are unable to effectively compete for patients, local residents could use other hospitals.

The hospital industry is highly competitive. In addition to the competition we face for acquisitions and physicians, we must also compete with other hospitals and healthcare providers for patients. The competition among hospitals and other healthcare providers for patients has intensified in recent years. The majority of our hospitals are located in non-urban service areas. We estimate that we are the sole acute care service provider in approximately 60% of the markets we serve. In most of our other markets, the primary competitor is a not-for-profit hospital. These not-for-profit hospitals generally differ in each jurisdiction. However, our hospitals face competition from hospitals outside of their primary service area, including hospitals in urban areas that provide more complex services. Patients in our primary service areas may travel to these other hospitals for a variety of reasons. These reasons include physician referrals or the need for services we do not offer. Patients who seek services from these other hospitals may subsequently shift their preferences to those hospitals for the services we provide.

Some of our hospitals operate in primary service areas where they compete with one other hospital; 25 of our hospitals compete with more than one other hospital in their respective primary service areas. Some of these competing hospitals use equipment and services more specialized than those available at our hospitals. In addition, some competing hospitals are owned by tax-supported governmental agencies or not-for-profit entities

supported by endowments and charitable contributions. These hospitals do not pay income or property taxes, and can make capital expenditures without paying sales tax. We also face competition from other specialized care providers, including outpatient surgery, orthopedic, oncology and diagnostic centers.

We expect that these competitive trends will continue. Our inability to compete effectively with other hospitals and other healthcare providers could cause local residents to use other hospitals.

The failure to obtain our medical supplies at favorable prices could cause our operating results to decline.

We have a participation agreement with HealthTrust Purchasing Group, L.P., or HealthTrust, a group purchasing organization, or GPO. This agreement extends to January 2013, with automatic renewal terms of one year, unless either party terminates by giving notice of non-renewal. GPOs attempt to obtain favorable pricing on medical supplies with manufacturers and vendors who sometimes negotiate exclusive supply arrangements in exchange for the discounts they give. To the extent these exclusive supply arrangements are challenged or deemed unenforceable, we could incur higher costs for our medical supplies obtained through HealthTrust. These higher costs could cause our operating results to decline.

There can be no assurance that our arrangement with HealthTrust will provide the discounts we expect to achieve.

If the fair value of our reporting units declines, a material non-cash charge to earnings from impairment of our goodwill could result.

At December 31, 2011, we had approximately $4.3 billion of goodwill recorded on our books. We expect to recover the carrying value of this goodwill through our future cash flows. On an ongoing basis, we evaluate, based on the fair value of our reporting units, whether the carrying value of our goodwill is impaired. If the carrying value of our goodwill is impaired, we may incur a material non-cash charge to earnings.

A significant decline in operating results or other indicators of impairment at one or more of our facilities could result in a material, non-cash charge to earnings to impair the value of long-lived assets.

Our operations are capital intensive and require significant investment in long-lived assets, such as property, equipment and other long-lived intangible assets, including capitalized internal-use software. If one of our facilities experiences declining operating results or is adversely impacted by one or more of these risk factors, we may not be able to recover the carrying value of those assets through our future operating cash flows. On an ongoing basis, we evaluate whether changes in future undiscounted cash flows reflect an impairment in the fair value of our long-lived assets. If the carrying value of those assets is impaired, we may incur a material non-cash charge to earnings.

Risks Related to Our Industry

We are subject to uncertainties regarding healthcare reform.

In recent years, Congress and some state legislatures have introduced an increasing number of proposals to make major changes in the healthcare system, including an increased emphasis on the linkage between quality of care criteria and payment levels such as the submission of patient quality data to the Secretary of Health and Human Services. In addition, CMS conducts ongoing reviews of certain state reimbursement programs.

The American Recovery and Reinvestment Act of 2009, or ARRA, was signed into law on February 17, 2009, providing for a temporary increase in the federal matching assistance percentage (“FMAP”), a temporary increase in federal Medicaid DSH allotments, subsidization of health insurance premiums (“COBRA”) for up to nine months, and grants and loans for infrastructure and incentive payments for providers who adopt and use health information technology. This act also provides penalties by reducing reimbursement from Medicare in the

form of reductions to scheduled market basket increases beginning in federal fiscal year 2015 if eligible hospitals and professionals fail to demonstrate meaningful use of electronic health record technology.

The Patient Protection and Affordable Care Act, or PPACA, was signed into law on March 23, 2010. In addition, the Reconciliation Act, which contains a number of amendments to PPACA, was signed into law on March 30, 2010. These healthcare acts, referred to collectively as the Reform Legislation, include a mandate that requires substantially all U.S. citizens to maintain medical insurance coverage, which will ultimately increase the number of persons with access to health insurance in the United States. The Reform Legislation should result in a reduction in uninsured patients, which should reduce our expense from uncollectible accounts receivable; however, this legislation makes a number of other changes to Medicare and Medicaid, such as reductions to the Medicare annual market basket update for federal fiscal years 2010 through 2019, a productivity offset to the Medicare market basket update which began October 1, 2011, and a reduction to the Medicare and Medicaid disproportionate share payments, that could adversely impact the reimbursement received under these programs. The various provisions in the Reform Legislation that directly or indirectly affect reimbursement are scheduled to take effect over a number of years, and we cannot predict their impact at this time. Other provisions of the Reform Legislation, such as requirements related to employee health insurance coverage, should increase our operating costs.

Also included in the Reform Legislation are provisions aimed at reducing fraud, waste and abuse in the healthcare industry. These provisions allocate significant additional resources to federal enforcement agencies and expand the use of private contractors to recover potentially inappropriate Medicare and Medicaid payments. The Reform Legislation amends several existing federal laws, including the Medicare Anti-Kickback Statute and the False Claims Act, making it easier for government agencies and private plaintiffs to prevail in lawsuits brought against healthcare providers. These amendments also make it easier for potentially severe fines and penalties to be imposed on healthcare providers accused of violating applicable laws and regulations.

In a number of markets, we have partnered with local physicians in the ownership of our facilities. Such investments have been permitted under an exception to the physician self-referral law, or the Stark Law, that allows physicians to invest in an entire hospital (as opposed to individual hospital departments). The Reform Legislation changes the “whole hospital” exception to the Stark Law. The Reform Legislation permits existing physician investments in a whole hospital to continue under a “grandfather” clause if the arrangement satisfies certain requirements and restrictions, but physicians became prohibited, from the time the Reform Legislation became effective, from increasing the aggregate percentage of their ownership in the hospital. The Reform Legislation also restricts the ability of existing physician-owned hospitals to expand the capacity of their facilities. Physician investments in hospitals that are under development are protected by the grandfather clause only if the physician investments have been made and the hospital had a Medicare provider agreement as of a specific date.

The impact of the Reform Legislation on each of our hospitals will vary depending on payor mix and a variety of other factors. We anticipate that many of the provisions in the Reform Legislation will be subject to further clarification and modification through the rule-making process, the development of agency guidance and judicial interpretations. In particular, the Supreme Court of the United States has accepted an appeal of one of the many cases challenging various aspects, including the constitutionality of the Reform Legislation. We cannot predict the impact the Reform Legislation may have on our business, results of operations, cash flow, capital resources and liquidity, or the ultimate outcome of the judicial rulings. Furthermore, we cannot predict whether we will be able to modify certain aspects of our operations to offset any potential adverse consequences from the Reform Legislation.

If federal or state healthcare programs or managed care companies reduce the payments we receive as reimbursement for services we provide, our net operating revenues may decline.

In 2011, 36.5% of our net operating revenues came from the Medicare and Medicaid programs. Federal healthcare expenditures continue to increase and state governments continue to face budgetary shortfalls as a

result of the current economic downturn and accelerating Medicaid enrollment. As a result, federal and state governments have made, and continue to make, significant changes in the Medicare and Medicaid programs. Some of these changes have decreased, or could decrease, the amount of money we receive for our services relating to these programs.

In addition, insurance and managed care companies and other third parties from whom we receive payment for our services increasingly are attempting to control healthcare costs by requiring that hospitals discount payments for their services in exchange for exclusive or preferred participation in their benefit plans. We believe that this trend may continue and our inability to negotiate increased reimbursement rates or maintain existing rates may reduce the payments we receive for our services.

If we fail to comply with extensive laws and government regulations, including fraud and abuse laws, we could suffer penalties or be required to make significant changes to our operations.

The healthcare industry is required to comply with many laws and regulations at the federal, state, and local government levels. These laws and regulations require that hospitals meet various requirements, including those relating to the adequacy of medical care, equipment, personnel, operating policies and procedures, maintenance of adequate records, compliance with building codes, environmental protection and privacy. These laws include, in part, the Health Insurance Portability and Accountability Act of 1996, or HIPAA, and a section of the Social Security Act, known as the "anti-kickback" statute. If we fail to comply with applicable laws and regulations, including fraud and abuse laws, we could suffer civil or criminal penalties, including the loss of our licenses to operate and our ability to participate in the Medicare, Medicaid, and other federal and state healthcare programs.

In addition, there are heightened coordinated civil and criminal enforcement efforts by both federal and state government agencies relating to the healthcare industry, including the hospital segment. Recent enforcement actions have focused on financial arrangements between hospitals and physicians, billing for services without adequately documenting the medical necessity for such services, and billing for services outside the coverage guidelines for such services. Specific to our hospitals, we have received inquiries and subpoenas from various governmental agencies regarding these and other matters, and we are also subject to various claims and lawsuits relating to such matters.

For a further discussion of these matters, see "—Certain Legal Matters" below.

In the future, different interpretations or enforcement of these laws and regulations could subject our current practices to allegations of impropriety or illegality or could require us to make changes in our facilities, equipment, personnel, services, capital expenditure programs, and operating expenses.

A shortage of qualified nurses could limit our ability to grow and deliver hospital healthcare services in a cost-effective manner.

Hospitals are currently experiencing a shortage of nursing professionals, a trend which we expect to continue for some time. If the supply of qualified nurses declines in the markets in which our hospitals operate, it may result in increased labor expenses and lower operating margins at those hospitals. In addition, in some markets like California, there are requirements to maintain specified nurse-staffing levels. To the extent we cannot meet those levels, the healthcare services that we provide in these markets may be reduced.

If we become subject to significant legal actions, we could be subject to substantial uninsured liabilities or increased insurance costs.

In recent years, physicians, hospitals and other healthcare providers have become subject to an increasing number of legal actions alleging malpractice, product liability, or related legal theories. Even in states that have imposed caps on damages, litigants are seeking recoveries under new theories of liability that might not be subject to the caps on damages. Many of these actions involve large claims and significant defense costs. To protect us from the cost of these claims, we maintain claims made professional malpractice liability insurance

and general liability insurance coverage in excess of those amounts for which we are self-insured. This insurance coverage is in amounts that we believe to be sufficient for our operations. However, our insurance coverage does not cover all claims against us or may not continue to be available at a reasonable cost for us to maintain adequate levels of insurance. As a percentage of net operating revenues, our expense related to malpractice and other professional liability claims, including the cost of excess insurance, increased in 2009 by 0.2%, decreased in 2010 by 0.2% and decreased in 2011 by 0.2%. If these costs rise rapidly, our profitability could decline. For a further discussion of our insurance coverage, see our discussion of professional liability claims in "Management's Discussion and Analysis of Financial Condition and Results of Operations" in Item 7 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2011 filed with the SEC on February 23, 2012, which is incorporated by reference in this prospectus.

We are the subject of a number of legal proceedings and government investigations that, if resolved unfavorably, could have a material adverse effect on our financial condition and results of operations.

We are party to various ongoing legal proceedings and government investigations. For a further discussion of certain of these matters, see "—Certain Legal Matters" below. Some of these legal proceedings and government investigations are at an early stage and we cannot predict how they will be resolved. Furthermore, there may be additional proceedings under seal that are not known to us. Should an unfavorable outcome occur in any of our current legal proceedings, or if successful claims or other actions are brought against us in the future, there could be a material adverse effect on our financial condition and results of operations.

If we experience growth in self-pay volume and revenues, our financial condition or results of operations could be adversely affected.

Like others in the hospital industry, we have experienced an increase in our provision for bad debts as a percentage of net operating revenues due to a growth in self-pay volume and revenues. Although we continue to seek ways of improving point of service collection efforts and implementing appropriate payment plans with our patients, if we experience growth in self-pay volume and revenues, our results of operations could be adversely affected. Further, our ability to improve collections for self-pay patients may be limited by statutory, regulatory and investigatory initiatives, including private lawsuits directed at hospital charges and collection practices for uninsured and underinsured patients.

Currently, the global economies, and in particular the United States, are experiencing a period of economic uncertainty and the related financial markets are experiencing a high degree of volatility. This current financial turmoil is adversely affecting the banking system and financial markets and resulting in a tightening in the credit markets, a low level of liquidity in many financial markets and extreme volatility in fixed income, credit, currency and equity markets. This uncertainty poses a risk as it could potentially lead to higher levels of uninsured patients, result in higher levels of patients covered by lower paying government programs and/or result in fiscal uncertainties at both government payors and private insurers.

If our implementation of electronic health record systems is not effective or exceeds our budget and timeline, our operations could be adversely affected.

ARRA created an incentive payment program for eligible hospitals and healthcare professionals to adopt and meaningfully use certified electronic health records, or EHR, technology. The implementation of EHR that meets the meaningful use criteria requires a significant capital investment, and our current plan to implement EHR anticipates maximizing the incentive payment program created by ARRA. If our hospitals and employed professionals are unable to meet the requirements for participation in the incentive payment program, we will not be eligible to receive incentive payments that could offset some of the costs of implementing EHR systems. As additional incentive, beginning in federal fiscal year 2015, if eligible hospitals and professionals fail to demonstrate meaningful use of certified EHR technology, they will be penalized with reduced reimbursement from Medicare in the form of reductions to scheduled market basket increases. If we fail to implement EHR systems effectively and in a timely manner, there could be a material adverse effect on our consolidated financial position and consolidated results of operations.

Certain Legal Matters

From time to time, we receive various inquiries or subpoenas from state regulators, fiscal intermediaries, the Centers for Medicare and Medicaid Services and the Department of Justice regarding various Medicare and Medicaid issues. In addition to the subpoenas discussed below, we are currently responding to subpoenas for matters such as: durable medical equipment ("DME") vendor relationships and patient choice discharge instructions at our Washington hospitals, operations of a cardiovascular surgery department at our Oregon hospital and lab operations at a New Mexico hospital. In addition, we are subject to other claims and lawsuits arising in the ordinary course of our business. Some pending or threatened proceedings against us may involve potentially substantial amounts as well as the possibility of civil, criminal, or administrative fines, penalties, or other sanctions, which could have a material adverse effect on our business and operations. Settlements of suits involving Medicare and Medicaid issues routinely require both monetary payments as well as corporate integrity agreements. Additionally, qui tam or "whistleblower" actions initiated under the civil False Claims Act may be pending against us but placed under seal by the court to comply with the False Claims Act's requirements for filing such suits.

On February 10, 2006, we received a letter from the Civil Division of the Department of Justice requesting documents in an investigation it was conducting involving the Company. The inquiry related to the way in which different state Medicaid programs apply to the federal government for matching or supplemental funds that are ultimately used to pay for a small portion of the services provided to Medicaid and indigent patients. These programs are referred to by different names, including "intergovernmental payments," "upper payment limit programs," and "Medicaid disproportionate share hospital payments." The February 2006 letter focused on our hospitals in three states: Arkansas, New Mexico and South Carolina. On August 31, 2006, we received a follow up letter from the Department of Justice requesting additional documents relating to the programs in New Mexico and the payments to our three hospitals in that state. Through the beginning of 2009, we provided the Department of Justice with requested documents, met with its personnel on numerous occasions and otherwise cooperated in its investigation. During the course of the investigation, the Civil Division notified us that it believed that we and these three New Mexico hospitals caused the State of New Mexico to submit improper claims for federal funds, in violation of the Federal False Claims Act. At one point, the Civil Division calculated that the three hospitals received ineligible federal participation payments from August 2000 to June 2006 of approximately $27.5 million and said that if it proceeded to trial, it would seek treble damages plus an appropriate penalty for each of the violations of the Federal False Claims Act. This investigation has culminated in the federal government's intervention in a qui tam lawsuit styled U.S. ex rel. Baker vs. Community Health Systems, Inc., pending in the United States District Court for the District of New Mexico. The federal government filed its complaint in intervention on June 30, 2009. The relator filed a second amended complaint on July 1, 2009. Both of these complaints expand the time period during which alleged improper payments were made. We filed motions to dismiss all of the federal government's and the relator's claims on August 28, 2009. On March 19, 2010, the court granted in part and denied in part our motion to dismiss as to the relator's complaint. On July 7, 2010, the court denied our motion to dismiss the federal government's complaint in intervention. On July 21, 2010, we filed our answer and pretrial discovery began. On June 2, 2011, the relator filed a Third Amended Complaint adding subsidiaries Community Health Systems Professional Services Corporation and CHS/Community Health Systems, Inc. as defendants. On June 6, 2011, the government filed its First Amended Complaint in intervention adding Community Health Systems Professional Services Corporation as a defendant. Discovery is closed. The deadline for filing of Motions for Summary Judgment is March 27, 2012 and there is currently no trial date set. We are vigorously defending this action.

On June 12, 2008, two of our hospitals received letters from the United States Attorney's Office for the Western District of New York requesting documents in an investigation it was conducting into billing practices with respect to kyphoplasty procedures performed during the period January 1, 2002 through June 9, 2008. On September 16, 2008, one of our hospitals in South Carolina also received an inquiry. Kyphoplasty is a surgical spine procedure that returns a compromised vertebrae (either from trauma or osteoporotic disease process) to its previous height, reducing or eliminating severe pain. We have been informed that similar investigations have been initiated at unaffiliated facilities in Alabama, South Carolina, Indiana and other states. We believe that this

investigation is related to a qui tam settlement between the same United States Attorney's office and the manufacturer and distributor of the Kyphon product, which is used in performing the kyphoplasty procedure. We are cooperating with the investigation and we are continuing to evaluate and discuss this matter with the federal government.

On April 19, 2009, we were served in Roswell, New Mexico with an answer and counterclaim in the case of Roswell Hospital Corporation d/b/a Eastern New Mexico Medical Center vs. Patrick Sisneros and Tammie McClain (sued as Jane Doe Sisneros). The case was originally filed as a collection matter. The counterclaim was filed as a putative class action and alleged theories of breach of contract, unjust enrichment, misrepresentation, prima facie tort, Fair Trade Practices Act violations and violation of the New Mexico RICO statute. On May 7, 2009, the hospital filed a notice of removal to federal court. On July 27, 2009, the case was remanded to state court for lack of a federal question. A motion to dismiss and a motion to dismiss misjoined counterclaim plaintiffs were filed on October 20, 2009. These motions were denied. Extensive discovery has been conducted. A motion for class certification for all uninsured patients was heard on March 3 through March 5, 2010 and on April 13, 2010, the state district court judge certified the case as a class action. Numerous hearings have been conducted to assess the sufficiency of the methodology used to determine class damages. On December 5, 2011, the court entered an order approving the suggested damages methodology. We are vigorously defending this action.

On December 7, 2009, we received a document subpoena from the United States Department of Health and Human Services, Office of the Inspector General, or OIG, requesting documents related to our hospital in Laredo, Texas. The categories of documents requested included case management, resource management, admission criteria, patient medical records, coding, billing, compliance, the Joint Commission accreditation, physician documentation, payments to referral sources, transactions involving physicians, disproportionate share hospital status and audits by the hospital's Quality Improvement organization. On January 22, 2010, we received a "request for information or assistance" from the OIG's Office of Investigation requesting patient medical records from Laredo Medical Center in Laredo, Texas for certain Medicaid patients with an extended length of stay. Additional requests for records have also been received, including a request containing follow-up questions received on January 5, 2011. We continue to cooperate fully with this investigation.

On May 16, 2011, we received a subpoena dated May 10, 2011 from the Houston Office of the United States Department of Health and Human Services, OIG, requesting 71 patient medical records from our hospital in Shelbyville, Tennessee, and directing the return of the records to the Assistant United States Attorney handling the Laredo investigation. We are unaware of any connection between these two facilities other than they are both affiliated with us. We continue to cooperate fully with this investigation.

On September 20, 2010, we received a letter from the United States Department of Justice, Civil Division, advising us that an investigation is being conducted to determine whether certain hospitals have improperly submitted claims for payment for implantable cardioverter defibrillators, or ICD. The period of time covered by the investigation is 2003 to the present. The letter states that the Department of Justice's data indicates that many of our hospitals have claims that need to be reviewed to determine if Medicare payment was appropriate. We understand that the Department of Justice has submitted similar requests to many other hospitals and hospital systems across the country as well as to the ICD manufacturers themselves. We continue to fully cooperate with the government in this investigation and have provided requested records and documents.

On November 15, 2010, we were served with substantially identical Civil Investigative Demands (CIDs) from the Office of Attorney General, State of Texas for all 18 of our affiliated Texas hospitals. The subject of the requests appears to concern emergency department procedures and billing. We have complied with these requests and are providing all documentation and reports requested. We are continuing to cooperate with the government in this investigation.

On April 8, 2011, we received a document subpoena, dated March 31, 2011, from the United States Department of Health and Human Services, OIG, in connection with an investigation of possible improper claims

submitted to Medicare and Medicaid. The subpoena, issued from the OIG's Chicago, Illinois office, requested documents from all of our hospitals and appears to concern emergency department processes and procedures, including our hospitals' use of the Pro-MED Clinical Information System, which is a third-party software system that assists with the management of patient care and provides operational support and data collection for emergency department management and has the ability to track discharge, transfer and admission recommendations of emergency department physicians. The subpoena also requested other information about our relationships with emergency department physicians, including financial arrangements. The subpoena's requests were very similar to those contained in the Civil Investigative Demands received by our Texas hospitals from the Office of the Attorney General of the State of Texas on November 15, 2010 (described above). We are continuing to cooperate with the government (including production of documents and interviews with witnesses) in this investigation.

On April 11, 2011, Tenet Healthcare Corporation, or Tenet, filed suit against the Company, Wayne T. Smith and W. Larry Cash in the United States District Court for the Northern District of Texas. The suit alleged we committed violations of certain federal securities laws by making certain statements in various proxy materials filed with the SEC in connection with our offer to purchase Tenet. Tenet alleged that we engaged in a practice to under-utilize observation status and over-utilize inpatient admission status and asserts that by doing so, we created undisclosed financial and legal liability to federal, state and private payors. The suit seeks declaratory and injunctive relief and Tenet's costs. On April 19, 2011, we filed a motion to dismiss the complaint. On May 16, 2011, Tenet filed an amended complaint. On June 29, 2011, we filed a motion to dismiss the amended complaint. A hearing on our motion to dismiss occurred on September 8, 2011. The court took this matter under advisement. We will continue to vigorously defend this suit.

On April 22, 2011, a joint motion was filed by the relator and the United States Department of Justice in the case styled United States ex rel. and Reuille vs. Community Health Systems Professional Services Corporation and Lutheran Musculoskeletal Center, LLC d/b/a Lutheran Hospital, in the United States District Court for the Northern District of Indiana, Fort Wayne Division. The lawsuit was originally filed under seal on January 7, 2009. The suit is brought under the False Claims Act and alleges that Lutheran Hospital of Indiana billed the Medicare program for (a) false 23 hour observation after outpatient surgeries and procedures, and (b) intentional assignment of inpatient status to one-day stays for cases that do not meet Medicare criteria for inpatient intensity of service or severity of illness. The relator had worked in the case management department of Lutheran Hospital of Indiana but was reassigned to another department in the fall of 2006. This facility was acquired by us as part of the July 25, 2007 merger transaction with Triad Hospitals, Inc. The complaint also includes allegations of age discrimination in Ms. Reuille's 2006 reassignment and retaliation in connection with her resignation on October 1, 2008. We had cooperated fully with the government in its investigation of this matter, but had been unaware of the exact nature of the allegations in the complaint. On December 27, 2010, the government filed a notice that it declined to intervene in this suit. The motion contained additional information about how the government intended to proceed with an investigation regarding "allegations of improper billing for inpatient care at other hospitals associated with Community Health Systems, Inc. … asserted in other qui tam complaints in other jurisdictions." The motion stated that the Department of Justice has "consolidated its investigations" of the Company and other related entities and that "the Civil Division of the Department of Justice, multiple United States Attorneys' offices, and the Office of Inspector General for the Department of Health and Human Services, or HHS, are now closely coordinating their investigation of these overlapping allegations. The Attorney General of Texas has initiated an investigation; the United States intends to work cooperatively with Texas and any other States investigating these allegations." The motion also stated that the Office of Audit Services for the Office of Investigations for HHS has been engaged to conduct a national audit of certain of our Medicare claims. The government confirmed that it considers the allegations made in the complaint styled Tenet Healthcare Corporation vs. Community Health Systems, Inc., et al. filed in the United States District Court for the Northern District of Texas, Dallas Division on April 11, 2011 to be related to the allegations in the qui tam and to what the government is now describing as a consolidated investigation. Because qui tam suits are filed "under seal," no one but the relator and the government knows that the suit has been filed or what allegations are being made by the relator on behalf of the government. Initially, the government has 60 days to make a determination about

whether to intervene in a case and to act as the plaintiff or to decline to intervene and allow the relator to act as the plaintiff in the suit, but extensions of time are frequently granted to allow the government additional time to investigate the allegations. Even if, in the course of an investigation, the court partially unseals a complaint to allow the government and a defendant to work to a resolution of the complaint's allegations, the defendant is prohibited from revealing to anyone even that the partial unsealing has occurred. As the investigation proceeds, we may learn of additional qui tam suits filed against us or our affiliated hospitals or related entities, or that contact letters, document requests, or medical record requests we have received in the past from various governmental agencies are generated from qui tam cases filed under seal. The motion filed on April 22, 2011 concluded by requesting a stay of the litigation in the Reuille case for 180 days, and on April 25, 2011, the court granted the motion. Our management company subsidiary, Community Health Systems Professional Services Corporation, the defendant in the Reuille case, consented to the request for the stay. On October 19, 2011, the government filed an application to transfer the Reuille case to the Middle District of Tennessee or for an extension of the stay for an additional 180 days. We agreed that a stay for an additional, but shorter period of time, 90 days, was appropriate, but did not consent to the transfer of the case. Our response setting forth our legal arguments was filed on October 24, 2011. On November 1, 2011, the court denied the motion to transfer the matter and extended the stay until April 30, 2012. We are cooperating fully with the government in its investigations.

On May 13, 2011, we received a subpoena from the SEC requesting documents related to or requested in connection with the various inquiries, lawsuits and investigations regarding, generally, emergency room admissions or observation practices at our hospitals. The subpoena also requested documents relied upon by us in responding to the Tenet litigation, as well as other communications about the Tenet litigation. As with all government investigations, we are cooperating fully with the SEC.

Three purported class action shareholder federal securities cases have been filed in the United States District Court for the Middle District of Tennessee; namely, Norfolk County Retirement System v. Community Health Systems, Inc., Wayne T. Smith and W. Larry Cash, filed May 5, 2011; De Zheng v. Community Health Systems, Inc., Wayne T. Smith and W. Larry Cash, filed May 12, 2011; and Minneapolis Firefighters Relief Association v. Community Health Systems, Inc., Wayne T. Smith, W. Larry Cash and Thomas Mark Buford, filed June 2, 2011. All three seek class certification on behalf of purchasers of our common stock between July 27, 2006 and April 11, 2011 and allege that misleading statements resulted in artificially inflated prices for our common stock. On September 20, 2011, all three were assigned to the same judge as related cases. On December 28, 2011, the court consolidated all three shareholder cases for pretrial purposes, selected NYC Funds as lead plaintiffs, and selected NYC Funds' counsel as lead plaintiffs' counsel. The parties are in the process of negotiating operative dates for these consolidated shareholder federal securities actions, including dates for the filing of an operative consolidated complaint and related briefing. Three purported shareholder derivative actions have also been filed in the United States District Court for the Middle District of Tennessee; Plumbers and Pipefitters Local Union No. 630 Pension Annuity Trust Fund v. Wayne T. Smith, W. Larry Cash, T. Mark Buford, John A. Clerico, James S. Ely III, John A. Fry, William Norris Jennings, Julia B. North and H. Mitchell Watson, Jr., filed May 24, 2011; Roofers Local No. 149 Pension Fund v. Wayne T. Smith, W. Larry Cash, John A. Clerico, James S. Ely, III, John A. Fry, William Norris Jennings, Julia B. North and H. Mitchell Watson, Jr., filed June 21, 2011; and Lambert Sweat v. Wayne T. Smith, W. Larry Cash, T. Mark Buford, John A. Clerico, James S. Ely, III, John A. Fry, William Norris Jennings, Julia B. North, H. Mitchell Watson, Jr. and Community Health Systems, Inc., filed October 5, 2011. These three cases allege breach of fiduciary duty arising out of allegedly improper inpatient admission practices, mismanagement, waste and unjust enrichment. On September 28, 2011, the court ordered that the Plumbers and Pipefitters Local Union No. 630 Pension Annuity Trust Fund action and the Roofers Local No. 149 Pension Fund action be consolidated for pretrial purposes, and appointed the derivative plaintiffs' lead counsel. On November 29, 2011, the court ordered that the Lambert Sweat action be consolidated with the Plumbers and Roofers consolidated derivative actions. Plaintiffs are expected to file an operative amended derivative complaint in these three consolidated actions on or about March 15, 2012. We will vigorously defend these matters.

On June 2, 2011, an order was entered unsealing a relator's qui tam complaint in the matter of U.S. ex. rel Wood M. Deming, MD, individually and on behalf of Regional Cardiology Consultants, PC v. Jackson-Madison County General Hospital, an Affiliate of West Tennessee Healthcare, Regional Hospital of Jackson, a Division of Community Health Systems Professional Services Corporation, James Moss, individually, Timothy Puthoff, individually, Joel Perchik, MD, individually, and Elie H. Korban, MD, individually. The action is pending in the Western District of Tennessee, Jackson Division. Regional Hospital of Jackson is an affiliated hospital and Mr. Puthoff is a former chief executive officer there. The Order recited that the United States had elected to intervene to a limited degree only concerning the claims against Dr. Korban for false and fraudulent billing for allegedly unnecessary stent procedures and for causing the submission of false claims by the hospitals. The United States expressly declined to intervene in all other claims against all other named defendants. On July 28, 2011, we were served by the relator. On September 7, 2011, we filed our answer. On January 26, 2012, the relator was granted unopposed leave to file an amended complaint. We will vigorously defend this case.

On June 13, 2011, our hospital in Easton, Pennsylvania received a document subpoena from the Philadelphia office of the United States Department of Justice. The documents requested included medical records for certain urological procedures performed by a non-employed physician who is no longer on the medical staff and other records concerning the hospital's relationship with the physician. Certain procedures performed by the physician had been previously reviewed and appropriate repayments had been made. We are cooperating fully with the government in this investigation.

On February 2, 2012, an order was entered unsealing a relator's qui tam complaint in the matter of Pamela Gronemeyer ex rel. United States of America v. Crossroads Community Hospital. The action is pending in the United States District Court, Southern District of Illinois. Crossroads Community Hospital is an affiliated hospital. The order recited that the United States had declined to intervene in this matter. We had previously disclosed this matter in the context of our response to a subpoena concerning blood administration practices at an affiliated Illinois hospital. We will vigorously defend this case.

USE OF PROCEEDS

The exchange offer is intended to satisfy certain of our and the guarantors' obligations under the Registration Rights Agreements. We will not receive any cash proceeds from the issuance of the Exchange Notes and have agreed to pay the expenses of the exchange offer, other than certain taxes. In consideration for issuing the Exchange Notes as contemplated in this prospectus, we will receive in exchange, Old Notes in a like principal amount. The form and terms of the Exchange Notes are identical in all material respects to the form and terms of the Old Notes, except as otherwise described herein under "The Exchange Offer—Terms of the Exchange Offer; Period for Tendering Outstanding Old Notes." The Old Notes surrendered in exchange for the Exchange Notes will be retired and cancelled and will not be reissued. Accordingly, the issuance of the Exchange Notes will not result in any change in our outstanding indebtedness.

SELECTED HISTORICAL FINANCIAL DATA

The following selected consolidated historical financial data should be read in conjunction with "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" and our consolidated financial statements and the related notes thereto, included in our Annual Report on Form 10-K for the fiscal year ended December 31, 2011 filed with the SEC on February 23, 2012, which is incorporated by reference in this prospectus. The consolidated balance sheet and statement of operations data as of and for the fiscal years ended December 31, 2007, 2008, 2009, 2010 and 2011 were derived from our audited consolidated financial statements.

	Year Ended December 31,				
	2007	2008	2009	2010	2011
	(Dollars in thousands)				
Consolidated Statement of Income Data					
Net operating revenues	$ 6,915,234	$10,563,460	$11,742,454	$12,623,274	$13,626,168
Income from operations	470,598	970,086	1,064,831	1,121,044	1,134,485
Income from continuing operations	70,351	238,386	305,811	355,213	335,894
Net income	44,691	252,734	306,377	348,441	277,623
Net income attributable to noncontrolling interests	14,402	34,430	63,227	68,458	75,675
Net income attributable to Community Health Systems, Inc.	$ 30,829	$ 218,304	$ 243,150	$ 279,983	$ 201,948
Consolidated Balance Sheet Data (end of period)					
Cash and cash equivalents	$ 133,574	$ 220,655	$ 344,541	$ 299,169	$ 129,865
Total assets	13,493,644	13,818,254	14,021,472	14,698,123	15,208,840
Long-term obligations	9,974,516	10,287,535	10,179,402	10,418,234	10,437,513
Redeemable noncontrolling interests in equity of consolidated subsidiaries	346,999	348,816	368,857	387,472	395,743
Community Health Systems, Inc. stockholders' equity	1,687,293	1,611,029	1,950,635	2,189,464	2,397,096
Noncontrolling interests in equity of consolidated subsidiaries	51,419	61,457	64,782	60,913	67,349

	Year Ended December 31,		
	2009	2010	2011
	(Dollars in thousands)		
Consolidated Statement of Income Data			
Operating Data			
Number of hospitals (at end of period)	122	127	131
Licensed beds (at end of period)[1]	17,557	19,004	19,695
Beds in service (at end of period)[2]	15,539	16,264	16,832
Admissions[3]	675,902	678,284	675,050
Adjusted admissions[4]	1,242,647	1,277,235	1,330,988
Patient days[5]	2,874,125	2,891,699	2,970,044
Average length of stay (days)[6]	4.3	4.3	4.4
Occupancy rate (beds in service)[7]	51.3%	50.2%	49.1%
Net operating revenues	$11,742,454	$12,623,274	$13,626,168
Net inpatient revenues as a % of total net operating revenues	50.4%	49.3%	46.1%
Net outpatient revenues as a % of total net operating revenues	47.3%	48.5%	51.9%
Other Financial Data			
Adjusted EBITDA[8]	$ 1,652,405	$ 1,761,484	$ 1,836,650
Adjusted EBITDA[8] as a percentage of total net operating revenues	14.1%	14.0%	13.5%

	Year Ended December 31,	
	2010	2011
	(Dollars in thousands)	
Same-Store Data[9]		
Admissions[3]	678,284	640,302
Adjusted admissions[4]	1,277,235	1,267,235
Patient days[5]	2,891,699	2,806,139
Average length of stay (days)[6]	4.3	4.4
Occupancy rate (beds in service)[7]	50.2%	48.9%
Net operating revenues	$12,618,026	$13,083,230
Income from operations	$ 1,131,850	$ 1,188,176
Income from operations as a percentage of net operating revenues	9.0%	9.1%
Depreciation and amortization	$ 594,997	$ 633,417

(1) Licensed beds are the number of beds for which the appropriate state agency licenses a facility regardless of whether the beds are actually available for patient use.
(2) Beds in service are the number of beds that are readily available for patient use.
(3) Admissions represent the number of patients admitted for inpatient treatment.
(4) Adjusted admissions is a general measure of combined inpatient and outpatient volume. We computed adjusted admissions by multiplying admissions by gross patient revenues and then dividing that number by gross inpatient revenues.
(5) Patient days represent the total number of days of care provided to inpatients.
(6) Average length of stay (days) represents the average number of days inpatients stay in our hospitals.
(7) We calculated occupancy rate percentages by dividing the average daily number of inpatients by the weighted-average number of beds in service.
(8) See “Non-GAAP Financial Measures” and footnote (2) of our Summary Historical Financial and Other Data appearing herein.
(9) Includes acquired hospitals to the extent we operated them during comparable periods in both years.

DESCRIPTION OF OTHER INDEBTEDNESS

In connection with the consummation of the acquisition of Triad in July 2007, the Issuer obtained senior secured financing under a new credit facility, or the "Credit Facility," which consisted of an approximately $6.1 billion funded term loan facility, a $400 million delayed draw term loan facility and a $750 million revolving credit facility, with a syndicate of financial institutions led by Credit Suisse, as administrative agent and collateral agent, and issued approximately $3.0 billion aggregate principal amount of 8 7/8% senior notes due 2015, or the 2015 Notes. The Company used the net proceeds from the 2015 Notes offering and the net proceeds of the approximately $6.1 billion of funded term loans under the Credit Facility to acquire the outstanding shares of Triad, to refinance certain of Triad's indebtedness and the Company's indebtedness, to complete certain related transactions, to pay certain costs and expenses of the transactions and for general corporate uses. Specifically, the Company repaid its outstanding debt under the previously outstanding credit facility, the 6.50% senior subordinated notes due 2012 and certain of Triad's existing indebtedness.

Credit Facility

The Credit Facility became effective in July 2007, at which time it consisted of an approximately $6.1 billion funded term loan facility with a maturity of seven years, an undrawn $400 million delayed draw term loan facility with a maturity of seven years and a $750 million revolving credit facility with a maturity of six years. In the fourth quarter of 2007, the $400 million delayed draw term loan facility had been reduced to $300 million at the request of the Issuer. During the fourth quarter of 2008, $100 million of the delayed draw term loan was drawn down, reducing the delayed draw term loan availability to $200 million. In January 2009, the remaining $200 million of the delayed draw term loan was drawn down, and, as of December 31, 2011, there is no additional unused borrowing capacity under the delayed drawn term loan. The revolving credit facility also includes a subfacility for letters of credit and a swingline subfacility. On November 5, 2010, the Issuer entered into a first amendment and restatement of its existing Credit Facility, and on February 2, 2012, the Issuer entered into a second amendment and restatement of its existing Credit Facility. The first and second amendment and restatements extended by two and a half years, until January 25, 2017, the maturity date of $3.1 billion of the term loans under the Credit Facility (the "Extended Term Loans"). If more than $50 million of the 2015 Notes remain outstanding on April 15, 2015, without having been refinanced by indebtedness maturing no earlier than the date 91 days after January 25, 2017, then the maturity date for the Extended Term Loans will be accelerated to April 15, 2015. The maturity date of the approximately $2.9 billion of the term loans not extended pursuant to the first and second amendment and restatements is July 25, 2014 (the "Non-Extended Term Loans").

On March 6, 2012, the Issuer entered into a new $750 million senior secured revolving credit facility (the "Replacement Revolver Facility") and incurred a new $750 million incremental term loan A facility (the "Incremental Term Loan"). The Replacement Revolver Facility replaced in full the existing revolving credit facility under the Credit Facility and the proceeds of the Incremental Term Loan were used to repay Non-Extended Term Loans. The maturity date of the Replacement Revolver Facility and the Incremental Term Loan is October 25, 2016. If more than $50 million of the Non-Extended Term Loans remain outstanding on April 25, 2014, without having been refinanced by indebtedness maturing no earlier than the date 91 days after October 25, 2016, then the maturity date for the Replacement Revolver Facility and the Incremental Term Loan will be accelerated to the date that is 91 days prior to the earliest final maturity date after July 25, 2014 of any such Non-Extended Term Loans. If more than $50 million of the Existing Notes remain outstanding on April 15, 2015, without having been refinanced by indebtedness maturing no earlier than the date 91 days after October 25, 2016, then the maturity date for the Replacement Revolver Facility and the Incremental Term Loan will be accelerated to April 15, 2015.

The Credit Facility requires quarterly amortization payments in respect of Non-Extended Term Loans and Extended Term Loans equal to 0.25% of the original principal amount of such term loans subject to customary adjustments for prepayments. The Credit Facility requires quarterly amortization payments in respect of the Incremental Term Loan of 5% per annum during the first year after the incurrence of the Incremental Term Loan, 10% per annum during the second and third years, 15% per annum during the fourth year and 60% per annum during the fifth year, in equal quarterly installments, in each case subject to customary adjustments for prepayments.

The term loan facilities must be prepaid in an amount equal to (1) 100% of the net cash proceeds of certain asset sales and dispositions by the Company and its subsidiaries, subject to certain exceptions and reinvestment rights, (2) 100% of the net cash proceeds of issuances of certain debt obligations or receivables based financing by the Company and its subsidiaries, subject to certain exceptions, and (3) 50%, subject to reduction to a lower percentage based on the Company's leverage ratio (as defined in the Credit Facility generally as the ratio of total debt on the date of determination to the Company's EBITDA, as defined, for the four quarters most recently ended prior to such date), of excess cash flow (as defined) for any year, commencing in 2008, subject to certain exceptions. Voluntary prepayments and commitment reductions are permitted in whole or in part, without any premium or penalty, subject to minimum prepayment or reduction requirements.

The borrower under the Credit Facility is the Issuer. All of the obligations under the Credit Facility are unconditionally guaranteed by Holdings and certain existing and subsequently acquired or organized domestic subsidiaries. All obligations under the Credit Facility and the related guarantees are secured by a perfected first priority lien or security interest in substantially all of the assets of Holdings, the Issuer and each subsidiary guarantor, including equity interests held by Holdings, the Issuer or any subsidiary guarantor, but excluding, among others, the equity interests of non-significant subsidiaries, hospital syndication subsidiaries, securitization subsidiaries and joint venture subsidiaries, in each case to the extent a pledge of the equity interests of such subsidiaries would be prohibited by a contractual obligation or requirement of law. The loans under the Credit Facility bear interest on the outstanding unpaid principal amount thereof at a per annum rate equal to an applicable percentage plus, at CHS's option, either (a) an Alternate Base Rate (as defined) determined by reference to the greater of (1) the Prime Rate (as defined) announced by Credit Suisse or (2) the Federal Funds Effective Rate (as defined) plus one-half of 1.0% or (3) the adjusted London Interbank Offered Rate ("LIBOR") on such day for a three-month interest period commencing on the second business day after such day plus 1%, or (b) a reserve adjusted LIBOR for dollars (Eurodollar rate) (as defined). The applicable percentage for Alternate Base Rate term loans is 1.25% for Non-Extended Term Loans, 2.5% for Extended Term Loans and 1.5% for Incremental Term Loans, subject to reduction based on the Company's leverage ratio in the case of Incremental Term Loans. The applicable percentage for Eurodollar rate term loans is 2.25% for Non-Extended Term Loans, 3.5% for Extended Term Loans and 2.5% for Incremental Term Loans, subject to reduction based on the Company's leverage ratio in the case of Incremental Term Loans. The applicable percentage for revolving loans under the Replacement Revolver Facility is 1.5% for Alternate Base Rate revolving loans and 2.5% for Eurodollar revolving loans, in each case subject to reduction based on the Company's leverage ratio. Loans under the swingline subfacility bear interest at the rate applicable to Alternate Base Rate loans under the revolving credit facility.

The Issuer has agreed to pay letter of credit fees equal to the applicable percentage then in effect with respect to Eurodollar rate loans under the revolving credit facility times the maximum aggregate amount available to be drawn under all letters of credit outstanding under the subfacility for letters of credit. The issuer of any letter of credit issued under the subfacility for letters of credit will also receive a customary fronting fee and other customary processing charges. The Issuer is initially obligated to pay commitment fees of 0.50% per annum (subject to reduction based upon the Company's leverage ratio) on the unused portion of the Replacement Revolver Facility. For purposes of this calculation, swingline loans are not treated as usage of the revolving credit facility. The Issuer paid arrangement fees on the closing of the Credit Facility and in connection with the first and second amendment and restatements, the Replacement Revolver Facility and the Incremental Term Loan, and pays an annual administrative agent fee.

The Credit Facility contains customary representations and warranties, subject to limitations and exceptions, and customary covenants restricting Holdings' and its subsidiaries' ability, subject to certain exceptions, to, among other things (1) declare dividends, make distributions or redeem or repurchase capital stock, (2) prepay, redeem or repurchase other debt, (3) incur liens or grant negative pledges, (4) make loans and investments and enter into acquisitions and joint ventures, (5) incur additional indebtedness or provide certain guarantees, (6) make capital expenditures, (7) engage in mergers, acquisitions and asset sales, (8) conduct transactions with affiliates, (9) alter the nature of the Company's businesses, (10) grant certain guarantees with respect to physician practices, (11) engage in sale and leaseback transactions or (12) change the Company's fiscal year. The Company is also required to comply with specified financial covenants (consisting of a leverage ratio and an interest coverage ratio) and various affirmative covenants.

Events of default under the Credit Facility include, but are not limited to, (1) the Issuer's failure to pay principal, interest, fees or other amounts under the credit agreement when due (taking into account any applicable grace period), (2) any representation or warranty proving to have been materially incorrect when made, (3) covenant defaults subject, with respect to certain covenants, to a grace period, (4) bankruptcy events, (5) a cross default to certain other debt, (6) certain undischarged judgments (not paid within an applicable grace period), (7) a change of control, (8) certain ERISA-related defaults and (9) the invalidity or impairment of specified security interests, guarantees or subordination provisions in favor of the administrative agent or lenders under the Credit Facility.

The 2015 Notes

The 2015 Notes were issued in connection with the Triad acquisition in an aggregate principal amount of approximately $3.0 billion. Approximately $1.0 billion of 2015 Notes were purchased in November 2011 pursuant to a tender offer. The 2015 Notes will mature on July 15, 2015. The 2015 Notes bear interest at the rate of 8 7/8% per annum, payable semiannually in arrears on January 15 and July 15. Interest on the 2015 Notes accrues from the date of original issuance. Interest is calculated on the basis of a 360-day year comprised of twelve 30-day months. The Issuer is entitled, at its option, to redeem all or a portion of the 2015 Notes upon not less than 30 nor more than 60 days notice, at the redemption prices (expressed as a percentage of principal amount on the redemption date), plus accrued and unpaid interest, if any, to the redemption date (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the 12-month period commencing on July 15 of the years set forth below:

Period	Redemption Price
2012	102.219%
2013 and thereafter	100.000%

The Existing Notes

On November 22, 2011, we completed our sale of $1,000,000,000 aggregate principal amount of our 8.00% Senior Notes due 2019 at an issue price of 100% (the "Existing Notes") in a private offering exempt from the registration requirements of the Securities Act, to qualified institutional buyers in accordance with Rule 144A and to persons outside of the United States pursuant to Regulation S under the Securities Act. The Existing Notes were issued pursuant to an Indenture among us, the guarantors signatory thereto and U.S. Bank National Association, as trustee.

The Existing Notes are our senior unsecured obligations and are guaranteed on a senior basis by Holdings, us and certain of our U.S. subsidiaries. Interest is payable on the Existing Notes on each May 15 and November 15, commencing May 15, 2012. We may redeem some or all of the Existing Notes at any time prior to November 15, 2015 at a price equal to 100% of the principal amount of the Existing Notes redeemed plus accrued and unpaid interest, if any, and an applicable make-whole premium. On or after November 15, 2015, we may redeem some or all of the Existing Notes at redemption prices set forth in the Indenture. In addition, at any time prior to November 15, 2014, we may redeem up to 35% of the aggregate principal amount of the Existing Notes, at a specified redemption price with the net cash proceeds of certain equity offerings.

The Indenture contains covenants that, among other things, restrict the ability of Holdings, our ability and certain of our subsidiaries to: incur, assume or guarantee additional indebtedness; pay dividends or redeem or repurchase capital stock; make other restricted payments; incur liens; redeem debt that is junior in right of payment to the Existing Notes; sell or otherwise dispose of assets, including capital stock of subsidiaries; enter into mergers or consolidations; and enter into transactions with affiliates. These covenants are subject to a number of important exceptions and qualifications. In addition, in certain circumstances, if we sell assets or experience certain changes of control, we must offer to purchase the Existing Notes.

The Add-On Notes

On March 21, 2012, we completed our sale of $1,000,000,000 aggregate principal amount of our 8.00% Senior Notes due 2019 at an issue price of 100% (the "Add-On Notes") in a private offering exempt from the registration requirements of the Securities Act, to qualified institutional buyers in accordance with Rule 144A and to persons outside of the United States pursuant to Regulation S under the Securities Act. The Add-On Notes were issued pursuant to an Indenture among us, the guarantors signatory thereto and U.S. Bank National Association, as trustee.

The Add-On Notes are our senior unsecured obligations and are guaranteed on a senior basis by Holdings, us and certain of our U.S. subsidiaries. Interest is payable on the Add-On Notes on each May 15 and November 15, commencing May 15, 2012. We may redeem some or all of the Add-On Notes at any time prior to November 15, 2015 at a price equal to 100% of the principal amount of the Add-On Notes redeemed plus accrued and unpaid interest, if any, and an applicable make-whole premium. On or after November 15, 2015, we may redeem some or all of the Add-On Notes at redemption prices set forth in the Indenture. In addition, at any time prior to November 15, 2014, we may redeem up to 35% of the aggregate principal amount of the Add-On Notes, at a specified redemption price with the net cash proceeds of certain equity offerings.

The Indenture contains covenants that, among other things, restrict the ability of Holdings, our ability and certain of our subsidiaries to: incur, assume or guarantee additional indebtedness; pay dividends or redeem or repurchase capital stock; make other restricted payments; incur liens; redeem debt that is junior in right of payment to the Add-On Notes; sell or otherwise dispose of assets, including capital stock of subsidiaries; enter into mergers or consolidations; and enter into transactions with affiliates. These covenants are subject to a number of important exceptions and qualifications. In addition, in certain circumstances, if we sell assets or experience certain changes of control, we must offer to purchase the Add-On Notes.

THE EXCHANGE OFFER

This section of the prospectus describes the exchange offer. Although we believe that the description describes the material terms of the exchange offer, this summary may not contain all of the information that is important to you. You should carefully read this entire document for a complete understanding of the exchange offer.

Purpose of the Exchange Offer

The exchange offer is designed to provide holders of Old Notes with an opportunity to acquire Exchange Notes which, unlike the Old Notes, will be freely transferable at all times, subject to any restrictions on transfer imposed by state "blue sky" laws and provided that the holder is not our affiliate within the meaning of the Securities Act and represents that the Exchange Notes are being acquired in the ordinary course of the holder's business and the holder is not engaged in, and does not intend to engage in, a distribution of the Exchange Notes.

The Existing Notes were originally issued and sold on November 22, 2011, to the initial purchasers, pursuant to the Purchase Agreement, dated November 14, 2011. The Add-On Notes were originally issued and sold on March 21, 2012, to the initial purchasers, pursuant to the Purchase Agreement, dated March 7, 2012. The Old Notes were issued and sold in transactions not registered under the Securities Act in reliance upon Rule 144A and Regulation S under the Securities Act. The Old Notes may not be reoffered, resold or transferred other than (i) to us or our subsidiaries, (ii) to a qualified institutional buyer in compliance with Rule 144A promulgated under the Securities Act, (iii) outside the United States to a non-U.S. person within the meaning of Regulation S under the Securities Act, (iv) pursuant to the exemption from registration provided by Rule 144 promulgated under the Securities Act (if available) or (v) pursuant to an effective registration statement under the Securities Act.

In connection with the original issuance and sale of the Old Notes, we entered into the Registration Rights Agreements, pursuant to which we agreed to file with the SEC a registration statement covering the exchange by us of the Exchange Notes for the Old Notes, pursuant to the exchange offer. The Registration Rights Agreements provide that we will file with the SEC an exchange offer registration statement on an appropriate form under the Securities Act and offer to holders of Old Notes who are able to make certain representations the opportunity to exchange their Old Notes for Exchange Notes.

Under existing interpretations by the Staff of the SEC as set forth in no-action letters issued to third parties in other transactions, the Exchange Notes would, in general, be freely transferable after the exchange offer without further registration under the Securities Act; provided, however, that in the case of broker-dealers participating in the exchange offer, a prospectus meeting the requirements of the Securities Act must be delivered by such broker-dealers in connection with resales of the Exchange Notes. We have agreed to furnish a prospectus meeting the requirements of the Securities Act to any such broker-dealer for use in connection with any resale of any Exchange Notes acquired in the exchange offer. A broker-dealer that delivers such a prospectus to purchasers in connection with such resales will be subject to certain of the civil liability provisions under the Securities Act and will be bound by the provisions of the Registration Rights Agreements (including certain indemnification rights and obligations).

We do not intend to seek our own interpretation regarding the exchange offer, and we cannot assure you that the staff of the SEC would make a similar determination with respect to the Exchange Notes as it has in other interpretations to third parties.

Each holder of Old Notes that exchanges such Old Notes for Exchange Notes in the exchange offer will be deemed to have made certain representations, including representations that (i) any Exchange Notes to be received by it will be acquired in the ordinary course of its business, (ii) it has no arrangement or understanding with any person to participate in the distribution (within the meaning of the Securities Act) of Exchange Notes and (iii) it is not our affiliate as defined in Rule 405 under the Securities Act, or if it is an affiliate, it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable.

If the holder is not a broker-dealer, it will be required to represent that it is not engaged in, and does not intend to engage in, the distribution of Old Notes or Exchange Notes. Each broker-dealer that receives Exchange Notes for its own account in exchange for Old Notes, where such Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. See "Plan of Distribution."

Terms of the Exchange Offer; Period for Tendering Outstanding Old Notes

Upon the terms and subject to the conditions set forth in this prospectus, we will accept any and all Old Notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the expiration date of the exchange offer. We will issue $2,000 principal amount of Exchange Notes in exchange for each $2,000 principal amount of Old Notes accepted in the exchange offer, and any integral multiple of $1,000 in excess thereof. Holders may tender some or all of their Old Notes pursuant to the exchange offer. However, Old Notes may be tendered only in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

The form and terms of the Exchange Notes are the same as the form and terms of the outstanding Old Notes except that:

(1) the Exchange Notes will be registered under the Securities Act and will not have legends restricting their transfer;

(2) the Exchange Notes will not contain the registration rights and additional interest provisions contained in the outstanding Old Notes; and

(3) interest on the Exchange Notes will accrue from the last interest date on which interest was paid on your Old Notes.

The Exchange Notes will evidence the same debt as the Old Notes and will be entitled to the benefits of the Indenture.

Holders of Old Notes do not have any appraisal or dissenters' rights under the Delaware General Corporation Law or the indenture in connection with the exchange offer. We intend to conduct the exchange offer in accordance with the applicable requirements of the Exchange Act and the rules and regulations of the SEC.

We will be deemed to have accepted validly tendered Old Notes when, as and if we have given oral or written notice of our acceptance to the exchange agent. The exchange agent will act as agent for the tendering holders for the purpose of receiving the Exchange Notes from us.

If any tendered Old Notes are not accepted for exchange because of an invalid tender or the occurrence of specified other events set forth in this prospectus, the certificates for any unaccepted Old Notes will be promptly returned, without expense, to the tendering holder.

Holders who tender Old Notes in the exchange offer will not be required to pay brokerage commissions or fees or transfer taxes with respect to the exchange of Old Notes pursuant to the exchange offer. We will pay all charges and expenses, other than transfer taxes in certain circumstances, in connection with the exchange offer. See "—Fees and Expenses" and "—Transfer Taxes" below.

The exchange offer will remain open for at least 20 full business days. The term "expiration date" will mean 5:00 p.m., New York City time, on , 2012, unless we, in our sole discretion, extend the exchange offer, in which case the term "expiration date" will mean the latest date and time to which the exchange offer is extended.

To extend the exchange offer, prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date, we will:

(1) notify the exchange agent of any extension by oral notice (promptly confirmed in writing) or written notice, and

(2) mail to the registered holders an announcement of any extension, and issue a notice by press release or other public announcement before such expiration date.

We reserve the right, in our sole discretion:

(1) if any of the conditions below under the heading "—Conditions on the Exchange Offer" shall have not been satisfied;

(a) to delay accepting any Old Notes;

(b) to extend the exchange offer; or

(c) to terminate the exchange offer; or

(2) to amend the terms of the exchange offer in any manner; provided, however, that if we amend the exchange offer to make a material change, including the waiver of a material condition, we will extend the exchange offer, if necessary, to keep the exchange offer open for at least five business days after such amendment or waiver; provided further, that if we amend the exchange offer to change the percentage of Old Notes being exchanged or the consideration being offered, we will extend the exchange offer, if necessary, to keep the exchange offer open for at least ten business days after such amendment or waiver.

Any delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by oral or written notice to the registered holders.

Each broker-dealer that receives Exchange Notes for its own account in exchange for Old Notes, where such Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such Exchange Notes. See "Plan of Distribution."

Procedures for Tendering Old Notes Through Brokers and Banks

Since the Old Notes are represented by global book-entry notes, DTC, as depositary, or its nominee is treated as the registered holder of the Old Notes and will be the only entity that can tender your Old Notes for Exchange Notes. Therefore, to tender Old Notes subject to this exchange offer and to obtain Exchange Notes, you must instruct the institution where you keep your Old Notes to tender your Old Notes on your behalf so that they are received on or prior to the expiration of this exchange offer.

The letter of transmittal that may accompany this prospectus may be used by you to give such instructions.

YOU SHOULD CONSULT YOUR ACCOUNT REPRESENTATIVE AT THE BROKER OR BANK WHERE YOU KEEP YOUR OLD NOTES TO DETERMINE THE PREFERRED PROCEDURE.

IF YOU WISH TO ACCEPT THIS EXCHANGE OFFER, PLEASE INSTRUCT YOUR BROKER OR ACCOUNT REPRESENTATIVE IN TIME FOR YOUR OLD NOTES TO BE TENDERED BEFORE THE 5:00 PM (NEW YORK CITY TIME) DEADLINE ON , 2012.

Deemed Representations

To participate in the exchange offer, we require that you represent to us that:

(1) you or any other person acquiring Exchange Notes in exchange for your Old Notes in the exchange offer is acquiring them in the ordinary course of business;

(2) if you are not a broker-dealer, neither you nor any other person acquiring Exchange Notes in exchange for your Old Notes in the exchange offer is engaging in or intends to engage in a distribution of the Exchange Notes within the meaning of the federal securities laws;

(3) neither you nor any other person acquiring Exchange Notes in exchange for your Old Notes has an arrangement or understanding with any person to participate in the distribution of Exchange Notes issued in the exchange offer;

(4) neither you nor any other person acquiring Exchange Notes in exchange for your Old Notes is our "affiliate" as defined under Rule 405 of the Securities Act; and

(5) if you or another person acquiring Exchange Notes in exchange for your Old Notes is a broker-dealer and you acquired the Old Notes as a result of market making activities or other trading activities, you acknowledge that you will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the Exchange Notes.

BY TENDERING YOUR OLD NOTES YOU ARE DEEMED TO HAVE MADE THESE REPRESENTATIONS.

Broker-dealers who cannot make the representations in item (5) of the paragraph above cannot use this exchange offer prospectus in connection with resales of the Exchange Notes issued in the exchange offer.

If you are our "affiliate," as defined under Rule 405 of the Securities Act, if you are a broker-dealer who acquired your Old Notes in the initial offering and not as a result of market making or trading activities, or if you are engaged in or intend to engage in or have an arrangement or understanding with any person to participate in a distribution of Exchange Notes acquired in the exchange offer, you or that person:

(1) may not rely on the applicable interpretations of the Staff of the SEC and therefore may not participate in the exchange offer; and

(2) must comply with the registration and prospectus delivery requirements of the Securities Act or an exemption therefrom when reselling the Old Notes.

You may tender some or all of your Old Notes in this exchange offer. However, your Old Notes may be tendered only in minimal denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

When you tender your outstanding Old Notes and we accept them, the tender will be a binding agreement between you and us as described in this prospectus.

The method of delivery of outstanding Old Notes and all other required documents to the exchange agent is at your election and risk.

We will decide all questions about the validity, form, eligibility, acceptance and withdrawal of tendered Old Notes, and our reasonable determination will be final and binding on you. We reserve the absolute right to:

(1) reject any and all tenders of any particular Old Note not properly tendered;

(2) refuse to accept any Old Note if, in our reasonable judgment or the judgment of our counsel, the acceptance would be unlawful; and

(3) waive any defects or irregularities or conditions of the exchange offer as to any particular Old Notes before the expiration of the offer.

Our interpretation of the terms and conditions of the exchange offer will be final and binding on all parties. You must cure any defects or irregularities in connection with tenders of Old Notes as we will reasonably determine. Neither we, the exchange agent nor any other person will incur any liability for failure to notify you or any defect or irregularity with respect to your tender of Old Notes. If we waive any terms or conditions pursuant to (3) above with respect to a noteholder, we will extend the same waiver to all noteholders with respect to that term or condition being waived.

Procedures for Brokers and Custodian Banks; DTC ATOP Account

In order to accept this exchange offer on behalf of a holder of Old Notes you must submit or cause your DTC participant to submit an Agent's Message as described below.

The exchange agent, on our behalf will seek to establish an Automated Tender Offer Program ("ATOP") account with respect to the outstanding Old Notes at DTC promptly after the delivery of this prospectus. Any financial institution that is a DTC participant, including your broker or bank, may make book-entry tender of outstanding Old Notes by causing the book-entry transfer of such Old Notes into our ATOP account in accordance with DTC's procedures for such transfers. Concurrently with the delivery of Old Notes, an Agent's Message in connection with such book-entry transfer must be transmitted by DTC to, and received by, the exchange agent on or prior to 5:00 pm, New York City Time on the expiration date. The confirmation of a book entry transfer into the ATOP account as described above is referred to herein as a "Book-Entry Confirmation."

The term "Agent's Message" means a message transmitted by the DTC participants to DTC, and thereafter transmitted by DTC to the exchange agent, forming a part of the Book-Entry Confirmation which states that DTC has received an express acknowledgment from the participant in DTC described in such Agent's Message stating that such participant and beneficial holder agree to be bound by the terms of this exchange offer.

Each Agent's Message must include the following information:

(1) Name of the beneficial owner tendering such Old Notes;

(2) Account number of the beneficial owner tendering such Old Notes;

(3) Principal amount of Old Notes tendered by such beneficial owner; and

(4) A confirmation that the beneficial holder of the Old Notes tendered has made the representations for our benefit set forth under "—Deemed Representations" above.

BY SENDING AN AGENT'S MESSAGE THE DTC PARTICIPANT IS DEEMED TO HAVE CERTIFIED THAT THE BENEFICIAL HOLDER FOR WHOM NOTE ARE BEING TENDERED HAS BEEN PROVIDED WITH A COPY OF THIS PROSPECTUS.

The delivery of Old Notes through DTC, and any transmission of an Agent's Message through ATOP, is at the election and risk of the person tendering Old Notes. We will ask the exchange agent to instruct DTC to promptly return those Old Notes, if any, that were tendered through ATOP but were not accepted by us, to the DTC participant that tendered such Old Notes on behalf of holders of the Old Notes.

Acceptance of Outstanding Old Notes for Exchange; Delivery of Exchange Notes

We will accept validly tendered Old Notes when the conditions to the exchange offer have been satisfied or we have waived them. We will have accepted your validly tendered Old Notes when we have given oral or written notice to the exchange agent. The exchange agent will act as agent for the tendering holders for the purpose of receiving the Exchange Notes from us. If we do not accept any tendered Old Notes for exchange by book-entry transfer because of an invalid tender or other valid reason, we will credit the Notes to an account maintained with DTC promptly after the exchange offer terminates or expires.

THE AGENT'S MESSAGE MUST BE TRANSMITTED TO EXCHANGE AGENT ON OR BEFORE 5:00 PM, NEW YORK CITY TIME, ON THE EXPIRATION DATE.

Withdrawal Rights

You may withdraw your tender of outstanding Old Notes at any time before 5:00 p.m., New York City time, on the expiration date.

For a withdrawal to be effective, you should contact your bank or broker where your Old Notes are held and have them send an ATOP notice of withdrawal so that it is received by the exchange agent before 5:00 p.m., New York City time, on the expiration date. Such notice of withdrawal must:

(1) specify the name of the person that tendered the Old Notes to be withdrawn;

(2) identify the Old Notes to be withdrawn, including the CUSIP number and principal amount at maturity of the Old Notes; and

(3) specify the name and number of an account at the DTC to which your withdrawn Old Notes can be credited.

We will decide all questions as to the validity, form and eligibility of the notices and our determination will be final and binding on all parties. Any tendered Old Notes that you withdraw will not be considered to have been validly tendered. We will promptly return any outstanding Old Notes that have been tendered but not exchanged, or credit them to the DTC account. You may re-tender properly withdrawn Old Notes by following one of the procedures described above before the expiration date.

Conditions on the Exchange Offer

Notwithstanding any other provision of the exchange offer, or any extension of the exchange offer, we will not be required to accept for exchange, or to issue Exchange Notes in exchange for, any outstanding Old Notes and may terminate the exchange offer (whether or not any Old Notes have been accepted for exchange) or amend the exchange offer, if any of the following conditions has occurred or exists or has not been satisfied, or has not been waived by us in our sole reasonable discretion, prior to the expiration date:

- there is threatened, instituted or pending any action or proceeding before, or any injunction, order or decree issued by, any court or governmental agency or other governmental regulatory or administrative agency or commission:

(1) seeking to restrain or prohibit the making or completion of the exchange offer or any other transaction contemplated by the exchange offer, or assessing or seeking any damages as a result of this transaction; or

(2) resulting in a material delay in our ability to accept for exchange or exchange some or all of the Old Notes in the exchange offer; or

(3) any statute, rule, regulation, order or injunction has been sought, proposed, introduced, enacted, promulgated or deemed applicable to the exchange offer or any of the transactions contemplated by the exchange offer by any governmental authority, domestic or foreign; or

- any action has been taken, proposed or threatened, by any governmental authority, domestic or foreign, that, in our sole reasonable judgment, would directly or indirectly result in any of the consequences referred to in clauses (1), (2) or (3) above or, in our sole reasonable judgment, would result in the holders of Exchange Notes having obligations with respect to resales and transfers of Exchange Notes which are greater than those described in the interpretation of the SEC referred to above, or would otherwise make it inadvisable to proceed with the exchange offer; or the following has occurred:

(1) any general suspension of or general limitation on prices for, or trading in, securities on any national securities exchange or in the over-the-counter market; or

(2) any limitation by a governmental authority which adversely affects our ability to complete the transactions contemplated by the exchange offer; or

(3) a declaration of a banking moratorium or any suspension of payments in respect of banks in the United States or any limitation by any governmental agency or authority which adversely affects the extension of credit; or

(4) a commencement of a war, armed hostilities or other similar international calamity directly or indirectly involving the United States, or, in the case of any of the preceding events existing at the time of the commencement of the exchange offer, a material acceleration or worsening of these calamities; or

- any change, or any development involving a prospective change, has occurred or been threatened in our business, financial condition, operations or prospects and those of our subsidiaries taken as a whole that is or may be adverse to us, or we have become aware of facts that have or may have an adverse impact on the value of the Old Notes or the Exchange Notes, which in our sole reasonable judgment in any case makes it inadvisable to proceed with the exchange offer and/or with such acceptance for exchange or with such exchange; or
- there shall occur a change in the current interpretation by the Staff of the SEC which permits the Exchange Notes issued pursuant to the exchange offer in exchange for Old Notes to be offered for resale, resold and otherwise transferred by holders thereof (other than broker-dealers and any such holder which is our affiliate within the meaning of Rule 405 promulgated under the Securities Act) without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such Exchange Notes are acquired in the ordinary course of such holders' business and such holders have no arrangement or understanding with any person to participate in the distribution of such Exchange Notes; or
- any law, statute, rule or regulation shall have been adopted or enacted which, in our reasonable judgment, would impair our ability to proceed with the exchange offer; or
- a stop order shall have been issued by the SEC or any state securities authority suspending the effectiveness of the registration statement, or proceedings shall have been initiated or, to our knowledge, threatened for that purpose, or any governmental approval has not been obtained, which approval we shall, in our sole reasonable discretion, deem necessary for the consummation of the exchange offer as contemplated hereby; or
- we have received an opinion of counsel experienced in such matters to the effect that there exists any actual or threatened legal impediment (including a default or prospective default under an agreement, indenture or other instrument or obligation to which we are a party or by which we are bound) to the consummation of the transactions contemplated by the exchange offer.

If we determine in our sole reasonable discretion that any of the foregoing events or conditions has occurred or exists or has not been satisfied, we may, subject to applicable law, terminate the exchange offer (whether or not any Old Notes have been accepted for exchange) or may waive any such condition or otherwise amend the terms of the exchange offer in any respect. If such waiver or amendment constitutes a material change to the exchange offer, we will promptly disclose such waiver or amendment by means of a prospectus supplement that will be distributed to the registered holders of the Old Notes and will extend the exchange offer to the extent required by Rule 14e-1 promulgated under the Exchange Act.

These conditions are for our sole benefit and we may assert them regardless of the circumstances giving rise to any of these conditions, or we may waive them, in whole or in part, in our sole reasonable discretion, provided that we will not waive any condition with respect to an individual holder of Old Notes unless we waive that condition for all such holders. Any reasonable determination made by us concerning an event, development or circumstance described or referred to above will be final and binding on all parties. Our failure at any time to exercise any of the foregoing rights will not be a waiver of our rights and each such right will be deemed an ongoing right which may be asserted at any time before the expiration of the exchange offer.

Exchange Agent

U.S. Bank National Association has been appointed the exchange agent for the exchange offer. Letters of transmittal and all correspondence in connection with the exchange offer should be sent or delivered by each holder of outstanding Old Notes, or a beneficial owner's commercial bank, broker, dealer, trust company or other nominee, to the exchange agent at the following address and telephone number:

U.S. Bank National Association

By Registered or Certified Mail, Hand Delivery or Overnight Courier:
U.S. Bank National Association
Attention: Specialized Finance
Mail Station—EP-MN-WS2N
60 Livingston Avenue
St. Paul, MN 55107-2292

By Facsimile:
(651) 495-8158
(For Eligible Institutions Only)

By Telephone:
(800) 934-6802

Additionally, any questions concerning tender procedures and requests for additional copies of this prospectus or the letter of transmittal should be directed to the exchange agent. Holders of outstanding Old Notes may also contact their commercial bank, broker, dealer, trust company or other nominee for assistance concerning the exchange offer.

DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE WILL NOT CONSTITUTE A VALID DELIVERY.

Fees and Expenses

The principal solicitation is being made by us through DTC. We will pay the exchange agent customary fees for its services, reimburse the exchange agent for its reasonable out-of-pocket expenses incurred in connection with the provisions of these services and pay other registration expenses, including registration and filing fees, fees and expenses of compliance with federal securities and state blue sky securities laws, printing expenses, messenger and delivery services and telephone, fees and disbursements to our counsel, application and filing fees and any fees and disbursements to our independent certified public accountants. We will not make any payment to brokers, dealers, or others soliciting acceptances of the exchange offer except for reimbursement of mailing expenses.

Additional solicitations may be made by telephone, facsimile or in person by our and our affiliates' officers employees and by persons so engaged by us.

Accounting Treatment

The Exchange Notes will be recorded at the same carrying value as the existing Old Notes, as reflected in our accounting records on the date of exchange. Accordingly, we will recognize no gain or loss for accounting purposes. The expenses of the exchange offer will be capitalized and expensed over the term of the Exchange Notes.

Transfer Taxes

If you tender outstanding Old Notes for exchange you will not be obligated to pay any transfer taxes. However, if you instruct us to register Exchange Notes in the name of, or request that your Old Notes not tendered or not accepted in the exchange offer be returned to, a person other than the registered tendering holder, you will be responsible for paying any transfer tax owed.

YOU MAY SUFFER ADVERSE CONSEQUENCES IF YOU FAIL TO EXCHANGE OUTSTANDING OLD NOTES.

If you do not tender your outstanding Old Notes, you will not have any further registration rights, except for the rights described in the Registration Rights Agreements and described above, and your Old Notes will continue to be subject to the provisions of the indenture governing the Old Notes regarding transfer and exchange of the Old Notes and the restrictions on transfer of the Old Notes imposed by the Securities Act and states securities law when we complete the exchange offer. These transfer restrictions are required because the Old Notes were issued under an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. Accordingly, if you do not tender your Old Notes in the exchange offer, your ability to sell your Old Notes could be adversely affected. Once we have completed the exchange offer, holders who have not tendered Old Notes will not continue to be entitled to any increase in interest rate that the indenture governing the Old Notes provides for if we do not complete the exchange offer.

Consequences of Failure to Exchange

The Old Notes that are not exchanged for Exchange Notes pursuant to the exchange offer will remain restricted securities. Accordingly, the Old Notes may be resold only:

(1) to us upon redemption thereof or otherwise;

(2) so long as the outstanding securities are eligible for resale pursuant to Rule 144A, to a person inside the United States who is a qualified institutional buyer within the meaning of Rule 144A under the Securities Act in a transaction meeting the requirements of Rule 144A, in accordance with Rule 144 under the Securities Act, or pursuant to another exemption from the registration requirements of the Securities Act, which other exemption is based upon an opinion of counsel reasonably acceptable to us;

(3) outside the United States to a foreign person in a transaction meeting the requirements of Rule 904 under the Securities Act; or

(4) pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any state of the United States.

Shelf Registration

The Registration Rights Agreements also require that we file a shelf registration statement if:

(1) we cannot file a registration statement for the exchange offer because the exchange offer is not permitted by law or SEC policy;

(2) a law or SEC policy prohibits a holder from participating in the exchange offer;

(3) a holder cannot resell the Exchange Notes it acquires in the exchange offer without delivering a prospectus and this prospectus is not appropriate or available for resales by the holder; or

(4) the exchange offer is not consummated within 280 days of November 22, 2011.

We will also register the Exchange Notes under the securities laws of jurisdictions that holders may request before offering or selling notes in a public offering. We do not intend to register Exchange Notes in any jurisdiction unless a holder requests that we do so.

Old Notes may be subject to restrictions on transfer until:

(1) a person other than a broker-dealer has exchanged the Old Notes in the exchange offer;

(2) a broker-dealer has exchanged the Old Notes in the exchange offer and sells them to a purchaser that receives a prospectus from the broker, dealer on or before the sale;

(3) the Old Notes are sold under an effective shelf registration statement that we have filed; or

(4) the Old Notes are sold to the public under Rule 144 of the Securities Act.

DESCRIPTION OF EXCHANGE NOTES

General

On November 22, 2011, CHS/Community Health Systems, Inc. issued $1.0 billion aggregate principal amount of 8.000% senior notes due 2019 (the "Existing Notes") under an Indenture, dated as of November 22, 2011, among itself, the Guarantors party thereto from time to time and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by the First Supplemental Indenture, dated as of January 31, 2012 (as supplemented, the "Indenture"). On March 21, 2012, the Issuer issued an additional $1.0 billion aggregate principal amount of 8.000% senior notes due 2019 (the "Add-On Notes" and, together with the Existing Notes, the "Old Notes"), which constituted additional notes for purposes of the Indenture.

Certain terms used in this description are defined under the subheading "—Certain Definitions" below. In this description, (i) the words "Company," "us," "we" and "our" refers only to CHS/Community Health Systems, Inc. and not to any of its Subsidiaries and (ii) references to the "Notes" are to the Exchange Notes, unless the context otherwise requires. We issued the Old Notes and will issue the Notes pursuant to the Indenture. Any Old Note that remains outstanding after the completion of the exchange offer, together with the Notes issued in connection with the exchange offer, will be treated as a single class of securities under the Indenture. The terms of the Notes include those stated in the Indenture and, except as specified below, those made part of such Indenture by reference to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"). The Notes are subject to all such terms pursuant to the provisions of the Indenture, and Holders of the Notes are referred to the Indenture and the Trust Indenture Act for a statement thereof.

The following description is only a summary of the material provisions of the Indenture, does not purport to be complete and is qualified in its entirety by reference to the provisions thereof, including the definitions therein of certain terms used below. Because this is a summary, it may not contain all the information that is important to you. We urge you to read the Indenture because it, and not this description, defines your rights as a Holder of the Notes. You may request copies of the Indenture at our address set forth under the heading "Where You Can Find Additional Information."

Brief Description of the Notes

These Notes:

- will be unsecured senior obligations of the Company;
- will be senior in right of payment to any future Subordinated Obligations of the Company;
- will be guaranteed by each Guarantor on an unsecured senior basis; and
- will be subject to registration with the SEC pursuant to the Registration Rights Agreements.

Principal, Maturity and Interest

The Company will issue the Notes with a maximum aggregate principal amount of $2.0 billion. The Company will issue the Notes in minimum denominations of $2,000 and any greater integral multiple of $1,000. The Notes will mature on November 15, 2019. Subject to our compliance with the covenant described under the subheading "—Certain Covenants—Limitation on Indebtedness," we are permitted to issue more Notes from time to time. The Notes offered by the Company and any additional Notes subsequently issued under the Indenture will be treated as a single class for all purposes under the Indenture, including waivers, amendments, redemptions and offers to purchase. Unless the context otherwise requires, for all purposes of the Indenture and this "Description of Exchange Notes," references to "Notes" include any additional Notes actually issued.

Interest on the Notes will accrue at the rate of 8.000% per annum and will be payable semiannually in arrears on May 15 and November 15, commencing on May 15, 2012. We will make each interest payment to the

Holders of record of the Notes on the immediately preceding May 1 and November 1. We will pay interest on overdue principal at 1% per annum in excess of the above rate and will pay interest on overdue installments of interest at such higher rate to the extent lawful.

Interest on the Notes will accrue from the date of original issuance. Interest will be computed on the basis of a 360-day year comprised of twelve 30-day months.

Additional interest may accrue on the Notes in certain circumstances pursuant to the Registration Rights Agreements. See "—Registered Exchange Offer; Registration Rights."

Optional Redemption

Except as set forth below, we will not be entitled to redeem the Notes at our option prior to November 15, 2015.

On and after November 15, 2015, we will be entitled at our option to redeem all or a portion of the Notes upon not less than 30 nor more than 60 days' notice, at the redemption prices (expressed in percentages of principal amount on the redemption date), plus accrued and unpaid interest, if any, to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date), if redeemed during the 12-month period commencing on November 15 of the years set forth below:

Period	Redemption Price
2015	104.000%
2016	102.000%
2017 and thereafter	100.000%

In addition, any time prior to November 15, 2014, we will be entitled at our option on one or more occasions to redeem the Notes (which includes additional Notes, if any) in an aggregate principal amount not to exceed 35% of the aggregate principal amount of the Notes (which includes additional Notes, if any) originally issued at a redemption price (expressed as a percentage of principal amount) of 108.000%, plus accrued and unpaid interest, if any, to the redemption date (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date), with the Net Cash Proceeds from one or more Public Equity Offerings (provided that if the Public Equity Offering is an offering by Parent, a portion of the Net Cash Proceeds thereof equal to the amount required to redeem any such Notes is contributed to the equity capital of the Company); provided, however, that

(1) at least 65% of such aggregate principal amount of Notes originally issued remains outstanding immediately after the occurrence of each such redemption (other than the Notes held, directly or indirectly, by the Company or its Subsidiaries); and

(2) each such redemption occurs within 180 days after the date of the related Public Equity Offering.

We are entitled at our option to redeem the Notes, in whole or in part, at any time prior to November 15, 2015, upon not less than 30 or more than 60 days' notice, at a redemption price equal to 100% of the principal amount of the Notes redeemed plus the Applicable Premium as of, and accrued and unpaid interest, if any, to, the applicable redemption date.

Selection and Notice of Redemption

If we are redeeming less than all the Notes at any time, the Trustee will select Notes on a pro rata basis to the extent practicable.

We will redeem Notes of $2,000 or less in whole and not in part. We will cause notices of redemption to be mailed by first-class mail at least 30 but not more than 60 days before the redemption date to each Holder of Notes to be redeemed at its registered address.

If any Note is to be redeemed in part only, the notice of redemption that relates to that Note will state the portion of the principal amount thereof to be redeemed. We will issue a new Note in a principal amount equal to the unredeemed portion of the original Note in the name of the holder upon cancelation of the original Note. Notes called for redemption become due on the date fixed for redemption. On and after the redemption date, interest ceases to accrue on Notes or portions of them called for redemption.

Any redemption and notice of redemption may, at the Company's discretion, be subject to the satisfaction of one or more conditions precedent (including, in the case of a redemption related to a Public Equity Offering, the consummation of such Public Equity Offering).

Mandatory Redemption; Offers to Purchase; Open Market Purchases

We are not required to make any mandatory redemption or sinking fund payments with respect to the Notes. However, under certain circumstances, we may be required to offer to purchase Notes as described under the captions "—Change of Control" and "Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock." We may at any time and from time to time purchase Notes in the open market or otherwise.

Guaranties

The obligations of the Company under the Notes and the Indenture will initially be, jointly and severally, unconditionally guaranteed on a senior unsecured basis by Parent and each existing and future Subsidiary that guarantees the Company's obligations under the Credit Agreement. Following the Issue Date, Subsidiaries will be required to guarantee the Notes to the extent described in "Certain Covenants—Future Guarantors." The obligations of each Subsidiary Guarantor under its Subsidiary Guaranty will be limited as necessary to prevent that Subsidiary Guaranty from constituting a fraudulent conveyance under applicable law. See "Risk Factors— Risks Related to the Notes and our Indebtedness."

Each Subsidiary Guarantor that makes a payment under its Subsidiary Guaranty will be entitled upon payment in full of all guarantied obligations under the Indenture to a contribution from each other Subsidiary Guarantor in an amount equal to such other Subsidiary Guarantor's pro rata portion of such payment based on the respective net assets of all the Subsidiary Guarantors at the time of such payment determined in accordance with GAAP.

If a Subsidiary Guaranty were rendered voidable, it could be subordinated by a court to all other indebtedness (including guarantees and other contingent liabilities) of the applicable Subsidiary Guarantor, and, depending on the amount of such indebtedness, a Subsidiary Guarantor's liability on its Subsidiary Guaranty could be reduced to zero. See "Risk Factors—Risks Related to the Notes and our Indebtedness."

Pursuant to the Indenture, (A) a Subsidiary Guarantor may consolidate with, merge with or into, or transfer all or substantially all its assets to any other Person to the extent described below under "—Certain Covenants—Merger and Consolidation" and (B) the Capital Stock of a Subsidiary Guarantor may be sold or otherwise disposed of to another Person to the extent described below under "—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock"; provided, however, that in the case of the consolidation, merger or transfer of all or substantially all the assets of such Subsidiary Guarantor, if such other Person is not Parent, the Company or a Guarantor, such Subsidiary Guarantor's obligations under its Subsidiary Guaranty must be expressly assumed by such other Person, except that such assumption will not be required in the case of:

(1) the sale or other disposition (including by way of consolidation or merger) of a Subsidiary Guarantor, including the sale or disposition of Capital Stock of a Subsidiary Guarantor, following which such Subsidiary Guarantor is no longer a Subsidiary; or

(2) the sale or disposition of all or substantially all the assets of a Subsidiary Guarantor;

in each case other than to the Company or a Restricted Subsidiary of the Company and as permitted by the Indenture and if in connection therewith the Company provides an Officers' Certificate to the Trustee to the

effect that the Company will comply with its obligations under the covenant described under "—Limitation on Sales of Assets and Subsidiary Stock" in respect of such disposition. Upon any sale or disposition described in clause (1) or (2) above, the obligor on the related Subsidiary Guaranty will be released from its obligations thereunder.

The Subsidiary Guaranty of a Subsidiary Guarantor also will be released:

(1) upon the designation of such Subsidiary Guarantor as an Unrestricted Subsidiary or at any time as such Subsidiary Guarantor is no longer a Restricted Subsidiary;

(2) at such time as such Subsidiary Guarantor does not have any Indebtedness outstanding that would have required such Subsidiary Guarantor to enter into a Guaranty Agreement pursuant to the covenant described under "—Certain Covenants—Future Subsidiary Guarantors"; or

(3) if we exercise our legal defeasance option or our covenant defeasance option as described under "—Defeasance" or if our obligations under the Indenture are discharged in accordance with the terms of the Indenture.

The Parent Guaranty of the Parent will be released if we exercise our legal defeasance option or our covenant defeasance option as described under "—Defeasance" or if our obligations under the Indenture are discharged in accordance with the terms of the Indenture.

Ranking

Senior Indebtedness versus Notes

The indebtedness evidenced by these Notes and the Guaranties will be unsecured and will rank pari passu in right of payment to the Senior Indebtedness of the Company and the Guarantors, as the case may be. The Notes will be guaranteed by the Guarantors.

As of December 31, 2011, on an as adjusted basis as described under "Capitalization," the Company's total debt would have been approximately $9.0 billion, including approximately $6.1 billion aggregate principal amount of senior secured indebtedness, without giving effect to approximately $470.0 million of senior secured revolving indebtedness borrowed subsequent to that date. Virtually all of the Senior Indebtedness of the Guarantors consists of their respective guaranties of Senior Indebtedness of the Company under the Credit Agreement and with respect to the Existing Notes and the Notes.

The Notes are unsecured obligations of the Company. Secured debt and other secured obligations of the Company (including obligations with respect to the Credit Agreement) will be effectively senior to the Notes to the extent of the value of the assets securing such debt or other obligations.

Liabilities of Subsidiaries versus Notes

A substantial portion of our operations is conducted through our Subsidiaries. Some of our Subsidiaries are not Guaranteeing the Notes, and, as described above under "—Guaranties," Subsidiary Guaranties may be released under certain circumstances. In addition, our future Subsidiaries may not be required to Guarantee the Notes. Claims of creditors of such non-guarantor Subsidiaries, including trade creditors and creditors holding indebtedness or Guarantees issued by such non-guarantor Subsidiaries, and claims of preferred stockholders of such non-guarantor Subsidiaries, generally will have priority with respect to the assets and earnings of such non-guarantor Subsidiaries over the claims of our creditors, including holders of the Notes. Accordingly, the Notes will be effectively subordinated to creditors (including trade creditors) and preferred stockholders, if any, of such non-guarantor Subsidiaries.

As of December 31, 2011, the total liabilities of our Subsidiaries (other than the Subsidiary Guarantors) were approximately $7.1 billion, or 57% of our total liabilities. Although the Indenture limits the incurrence of

Indebtedness and preferred stock by certain of our Subsidiaries, such limitation is subject to a number of significant qualifications. Moreover, the Indenture does not impose any limitation on the incurrence by such Subsidiaries of liabilities that are not considered Indebtedness under the Indenture See "—Certain Covenants— Limitation on Indebtedness."

Depository Procedures

The following description of the operations and procedures of The Depository Trust Company (*"DTC"*) is provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them. We take no responsibility for these operations and procedures and urge investors to contact the system or their participants directly to discuss these matters.

DTC has advised us that DTC is a limited-purpose trust company organized under the laws of the State of New York, a "*banking organization*" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "*clearing corporation*" within the meaning of the Uniform Commercial Code and a "*clearing agency*" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participating organizations (collectively, the "*Participants*") and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers (including the Initial Purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "*Indirect Participants*"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised us that, pursuant to procedures established by it:

(1) upon deposit of the global notes, DTC will credit the accounts of Participants designated by the Initial Purchasers with portions of the principal amount of the global notes; and

(2) ownership of these interests in the global notes will be shown on, and the transfer of ownership of these interests will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interests in the global notes).

Investors in the global notes who are Participants in DTC's system may hold their interests therein directly through DTC. Investors in the global notes who are not Participants may hold their interests therein indirectly through organizations which are Participants in such system. All interests in a global note may be subject to the procedures and requirements of DTC. The laws of some states require that certain Persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a global note to such Persons will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants, the ability of a Person having beneficial interests in a global note to pledge such interests to Persons that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described below, owners of an interest in the global notes will not have Notes registered in their names, will not receive physical delivery of Notes in certificated form and will not be considered the registered owners or "Holders" thereof under the Indenture for any purpose.

Payments in respect of the principal of, and interest and premium and additional interest, if any, on a global note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered Holder under the Indenture. Under the terms of the Indenture, the Company and the Trustee will treat the Persons

in whose names the Notes, including the global notes, are registered as the owners of the Notes for the purpose of receiving payments and for all other purposes. Consequently, neither the Company, the Trustee nor any agent of the Company or the Trustee has or will have any responsibility or liability for:

(1) any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interests in the global notes or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the global notes; or

(2) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised us that its current practice, upon receipt of any payment in respect of securities such as the Notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the principal amount of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of Notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the Trustee or the Company. Neither the Company nor the Trustee will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of the Notes, and the Company and the Trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Subject to existing transfer restrictions under the Securities Act, transfers between Participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds.

DTC has advised the Company that it will take any action permitted to be taken by a Holder of Notes only at the direction of one or more Participants to whose account DTC has credited the interests in the global notes and only in respect of such portion of the aggregate principal amount of the Notes as to which such Participant or Participants has or have given such direction. However, if there is an Event of Default under the Notes, DTC reserves the right to exchange the global notes for legended Notes in certificated form, and to distribute such Notes to its Participants.

Although DTC has agreed to the foregoing procedures in order to facilitate transfers of interests in the global notes among participants, it is under no obligation to perform such procedures, and such procedures may be discontinued or changed at any time Neither the Company nor the Trustee nor any of their respective agents will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Notes for Certificated Notes

A global note is exchangeable for certificated notes if:

(1) DTC (a) notifies the Company that it is unwilling or unable to continue as depositary for the global notes or (b) has ceased to be a clearing agency registered under the Exchange Act and, in each case, a successor depositary is not appointed;

(2) the Company, at its option, notifies the Trustee in writing that it elects to cause the issuance of the certificated notes; or

(3) there has occurred and is continuing a Default with respect to the Notes.

In addition, beneficial interests in a global note may be exchanged for certificated notes upon prior written notice given to the Trustee by or on behalf of DTC in accordance with the Indenture In all cases, certificated

notes delivered in exchange for any global note or beneficial interests in global notes will be registered in the names, and issued in any approved denominations, requested by or on behalf of the depositary (in accordance with its customary procedures) and will bear the applicable restrictive legend, unless that legend is not required by applicable law.

Exchange of Certificated Notes for Global Notes

Certificated notes may not be exchanged for beneficial interests in any global note unless the transferor first delivers to the Trustee a written certificate (in the form provided in the Indenture) to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such Notes.

Same Day Settlement and Payment

The Company will make payments in respect of the Notes represented by the global notes (including principal, premium, if any, interest and additional interest, if any) by wire transfer of immediately available funds to the accounts specified by the global note Holder. The Company will make all payments of principal, interest and premium and additional interest, if any, with respect to certificated notes by wire transfer of immediately available funds to the accounts specified by the Holders of the certificated notes or, if no such account is specified, by mailing a check to each such Holder's registered address. The Notes represented by the global notes are expected to be eligible to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such notes will, therefore, be required by DTC to be settled in immediately available funds. The Company expects that secondary trading in any certificated notes will also be settled in immediately available funds.

Change of Control

Upon the occurrence of any of the following events (each a "*Change of Control*"), each Holder shall have the right to require that the Company repurchase such Holder's Notes at a purchase price in cash equal to 101%
of the principal amount thereof on the date of purchase plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of holders of record on the relevant record date to receive interest due on the relevant interest payment date):

(1) the Company becomes aware of (by way of a report or any other filing pursuant to Section 13(d) of the Exchange Act, proxy, vote, written notice or otherwise) the acquisition by any "*person*" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) of "*beneficial ownership*" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act, except that for purposes of this clause (1) such person shall be deemed to have "*beneficial ownership*" of all shares that any such person has the right to acquire, whether such right is exercisable immediately or only after the passage of time), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Company or Parent;

(2) individuals who on the Issue Date constituted the Board of Directors or the Parent Board (together with any new directors whose election by such Board of Directors or the Parent Board or whose nomination for election by the shareholders of the Company or Parent, as the case may be, was approved by a vote of a majority of the directors of the Company or Parent, as the case may be, then still in office who were either directors on the Issue Date or whose election or nomination for election was previously so approved) cease for any reason to constitute a majority of the Board of Directors or the Parent Board then in office; and

(3) the merger or consolidation of Parent or the Company with or into another Person or the merger of another Person with or into Parent or the Company, or the sale of all or substantially all the assets of Parent or the Company (determined on a consolidated basis) to another Person other than a transaction following which (i) in the case of a merger or consolidation transaction, holders of securities that represented 100% of the Voting Stock of Parent or the Company immediately prior to such transaction (or other securities into which such securities are converted as part of such merger or consolidation transaction) own directly or indirectly at least a majority of the voting power of the Voting Stock of the surviving Person in such merger or consolidation transaction immediately after such transaction and (ii) in the case of a sale of assets transaction, each transferee becomes an obligor in respect of the Notes.

Within 30 days following any Change of Control, we will mail a notice to each Holder with a copy to the Trustee (the "Change of Control Offer") stating:

(1) that a Change of Control has occurred and that such Holder has the right to require us to purchase such Holder's Notes at a purchase price in cash equal to 101% of the principal amount thereof on the date of purchase, plus accrued and unpaid interest, if any, to the date of purchase (subject to the right of Holders of record on the relevant record date to receive interest on the relevant interest payment date);

(2) the circumstances and relevant facts regarding such Change of Control (including information with respect to pro forma historical income, cash flow and capitalization, in each case after giving effect to such Change of Control);

(3) the purchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is mailed); and

(4) the instructions, as determined by us, consistent with the covenant described hereunder, that a Holder must follow in order to have its Notes purchased.

We will not be required to make a Change of Control Offer following a Change of Control if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in the Indenture applicable to a Change of Control Offer made by us and purchases all Notes validly tendered and not withdrawn under such Change of Control Offer. Notwithstanding anything to the contrary herein, a Change of Control Offer may be made in advance of a Change of Control, conditional upon such Change of Control, if a definitive agreement is in place for the Change of Control at the time of making of the Change of Control Offer.

We will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes as a result of a Change of Control. To the extent that the provisions of any securities laws or regulations conflict with the provisions of the covenant described hereunder, we will comply with the applicable securities laws and regulations and shall not be deemed to have breached our obligations under the covenant described hereunder by virtue of our compliance with such securities laws or regulations.

The Change of Control purchase feature of the Notes may in certain circumstances make more difficult or discourage a sale or takeover of Parent and the Company and, thus, the removal of incumbent management. The Change of Control purchase feature is a result of negotiations between the Company and the Initial Purchasers. Neither Parent nor the Company has the present intention to engage in a transaction involving a Change of Control, although it is possible that we or they could decide to do so in the future. Subject to the limitations discussed below, we or Parent could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a Change of Control under the Indenture, but that could increase the amount of indebtedness outstanding at such time or otherwise affect our capital structure or credit ratings. Restrictions on our ability to Incur additional Indebtedness are contained in the covenants described under "—Certain Covenants—Limitation on Indebtedness," "—Limitation on Liens" and "—Limitation on Sale/Leaseback Transactions." Such restrictions can only be waived with the consent of the holders of a majority in principal amount of the Notes then outstanding. Except for the limitations contained in such covenants, however, the Indenture will not contain any covenants or provisions that may afford holders of the Notes protection in the event of a highly leveraged transaction.

The Credit Agreement will prohibit us from purchasing any Notes and will also provide that the occurrence of certain change of control events with respect to the Company would constitute a default thereunder. In the event a Change of Control occurs at a time when we are prohibited from purchasing Notes, we may seek the consent of our lenders to the purchase of Notes or may attempt to refinance the borrowings that contain such

prohibition. If we do not obtain such a consent or repay such borrowings, we will remain prohibited from purchasing Notes. In such case, our failure to offer to purchase Notes would constitute a Default under the Indenture, which would, in turn, constitute a default under the Credit Agreement.

Future indebtedness that we may incur may contain prohibitions on the occurrence of certain events that would constitute a Change of Control or require the repurchase of such indebtedness upon a Change of Control. Moreover, the exercise by the holders of their right to require us to repurchase their Notes could cause a default under such indebtedness, even if the Change of Control itself does not, due to the financial effect of such repurchase on us. Finally, our ability to pay cash to the holders of Notes following the occurrence of a Change of Control may be limited by our then existing financial resources. We cannot assure you that we will have sufficient funds available when necessary to make any required repurchases.

The definition of "Change of Control" includes a disposition of all or substantially all of the assets of Parent or the Company to any Person. Although there is a limited body of case law interpreting the phrase "substantially all," there is no precise established definition of the phrase under applicable law. Accordingly, in certain circumstances there may be a degree of uncertainty as to whether a particular transaction would involve a disposition of "all or substantially all" of the assets of Parent or the Company. As a result, it may be unclear as to whether a Change of Control has occurred and whether a holder of Notes may require the Company to make an offer to repurchase the Notes as described above.

The provisions under the Indenture relative to our obligation to make an offer to repurchase the Notes as a result of a Change of Control may be waived or modified with the written consent of the holders of a majority in principal amount of the Notes.

Certain Covenants

The Indenture contains covenants including, among others, the following:

Suspension of Covenants on Achievement of Investment Grade Status

Following the first day:

(a) the Notes have achieved Investment Grade Status; and

(b) no Default or Event of Default has occurred and is continuing under the Indenture,

then, beginning on that day and continuing until the Reversion Date (as defined below), the Company and its Restricted Subsidiaries will not be subject to the provisions of the Indenture summarized under the following headings (collectively, the "Suspended Covenants"):

- "—Limitation on Indebtedness,"
- "—Limitation on Restricted Payments,"
- "—Limitation on Restrictions on Distributions from Restricted Subsidiaries,"
- "—Limitation on Sales of Assets and Subsidiary Stock,"
- "—Limitation on Affiliate Transactions,"
- "—Limitation on Line of Business"
- the provisions of clauses (1)(A) and (3) of "—Limitation on Sale/Leaseback Transactions,"
- "—Future Guarantors," and
- the provisions of clause (3) of the first paragraph of "—Merger and Consolidation."

If at any time the Notes cease to have such Investment Grade Status or if a Default or Event of Default occurs and is continuing, then the Suspended Covenants will thereafter be reinstated as if such covenants had

never been suspended (the "Reversion Date") and be applicable pursuant to the terms of the Indenture (including in connection with performing any calculation or assessment to determine compliance with the terms of the Indenture), unless and until the Notes subsequently attain Investment Grade Status and no Default or Event of Default is in existence (in which event the Suspended Covenants shall no longer be in effect for such time that the Notes maintain an Investment Grade Status and no Default or Event of Default is in existence); provided, however, that no Default, Event of Default or breach of any kind shall be deemed to exist under the Indenture, the Notes or the Guarantees with respect to the Suspended Covenants based on, and none of the Company or any of its Subsidiaries shall bear any liability for, any actions taken or events occurring during the Suspension Period (as defined below), or any actions taken at any time pursuant to any contractual obligation arising prior to the Reversion Date, regardless of whether such actions or events would have been permitted if the applicable Suspended Covenants remained in effect during such period. The period of time between the date of suspension of the covenants and the Reversion Date is referred to as the "Suspension Period."

On the Reversion Date, all Indebtedness Incurred during the Suspension Period will be classified to have been Incurred pursuant to the first paragraph of "—Limitation on Indebtedness" or one of the clauses set forth in the second paragraph of "—Limitation on Indebtedness" (to the extent such Indebtedness would be permitted to be Incurred thereunder as of the Reversion Date and after giving effect to the Indebtedness Incurred prior to the Suspension Period and outstanding on the Reversion Date). To the extent such Indebtedness would not be so permitted to be Incurred pursuant to the first and second paragraphs of "—Limitation on Indebtedness," such Indebtedness will be deemed to have been outstanding on the Issue Date, so that it is classified as permitted under clause (4) of the second paragraph of "—Limitation on Indebtedness." Calculations made after the Reversion Date of the amount available to be made as Restricted Payments under "—Limitation on Restricted Payments" will be made as though the covenants described under "—Limitation on Restricted Payments" had been in effect since the Issue Date and throughout the Suspension Period. Accordingly, Restricted Payments made during the Suspension Period will reduce the amount available to be made as Restricted Payments under the second paragraph of "—Limitation on Restricted Payments." During the Suspension Period, any future obligation to grant further Guarantees shall be suspended. All such further obligation to grant Guarantees shall be reinstated upon the Reversion Date.

There can be no assurance that the Notes will ever achieve or maintain Investment Grade Status.

Limitation on Indebtedness

(a) The Company will not, and will not permit any Restricted Subsidiary to, Incur, directly or indirectly, any Indebtedness; provided, however, that the Company and the Subsidiary Guarantors will be entitled to Incur Indebtedness if, on the date of such Incurrence and after giving effect thereto on a pro forma basis, the Consolidated Coverage Ratio exceeds 2.0 to 1.0.

(b) Notwithstanding the foregoing paragraph (a), the Company and the Restricted Subsidiaries will be entitled to Incur any or all of the following Indebtedness:

(1) Indebtedness of the Company and the Subsidiary Guarantors pursuant to Credit Facilities; provided, however, that, immediately after giving effect to any such Incurrence, the aggregate principal amount of all Indebtedness Incurred under this clause (1) and clause (13) below and then outstanding does not exceed $7,815.0 million less the sum of all principal payments with respect to such Indebtedness pursuant to paragraph (a)(3)(A) of the covenant described under "Limitation on Sales of Assets and Subsidiary Stock";

(2) Indebtedness owed to and held by the Company or a Restricted Subsidiary; provided, however, that (A) any subsequent issuance or transfer of any Capital Stock which results in any such Restricted Subsidiary ceasing to be a Restricted Subsidiary or any subsequent transfer of such Indebtedness (other than to the Company or a Restricted Subsidiary) shall be deemed, in each case, to constitute the Incurrence of such Indebtedness by the obligor thereon, (B) if the Company is the obligor on such Indebtedness and such Indebtedness is held by a Restricted Subsidiary that is not a Subsidiary Guarantor, such Indebtedness is

expressly subordinated to the prior payment in full in cash of all obligations with respect to the Notes and (C) if a Subsidiary Guarantor is the obligor on such Indebtedness and such Indebtedness is held by a Restricted Subsidiary that is not a Subsidiary Guarantor, such Indebtedness is expressly subordinated to the prior payment in full in cash of all obligations of such Subsidiary Guarantor with respect to its Subsidiary Guaranty;

(3) the Old Notes and the Exchange Notes (other than any additional Notes);

(4) Indebtedness outstanding on the Issue Date (other than Indebtedness described in clause (1), (2) or (3) of this covenant);

(5) Indebtedness of a Restricted Subsidiary Incurred and outstanding on or prior to the date on which such Subsidiary was acquired by the Company (other than Indebtedness Incurred in connection with, or to provide all or any portion of the funds or credit support utilized to consummate, the transaction or series of related transactions pursuant to which such Subsidiary became a Subsidiary or was acquired by the Company); provided, however, that on the date of such acquisition and after giving pro forma effect thereto, the Company would have been entitled to Incur at least $1.00 of additional Indebtedness pursuant to paragraph (a) of this covenant or the Consolidated Coverage Ratio would be higher after giving pro forma effect to such acquisition;

(6) Refinancing Indebtedness in respect of Indebtedness Incurred pursuant to paragraph (a) or pursuant to clause (3), (4) or (5) or this clause (6); provided, however, that to the extent such Refinancing Indebtedness directly or indirectly Refinances Indebtedness of a Subsidiary Incurred pursuant to clause (5), such Refinancing Indebtedness shall be Incurred only by such Subsidiary;

(7) Hedging Obligations;

(8) obligations in respect of performance, bid, appeal and surety bonds and completion guarantees provided by the Company or any Restricted Subsidiary in the ordinary course of business;

(9) Indebtedness arising from the honoring by a bank or other financial institution of a check, draft or similar instrument drawn against insufficient funds in the ordinary course of business; provided, however, that such Indebtedness is extinguished within five Business Days of its Incurrence;

(10) Indebtedness consisting of the Guarantee of a Subsidiary Guarantor of Indebtedness Incurred pursuant to this covenant (other than Indebtedness Incurred pursuant to clauses (5) and (14) of this paragraph or Refinancing Indebtedness Incurred pursuant to clause (6) of this paragraph to the extent such Refinancing Indebtedness Refinances Indebtedness Incurred pursuant to such clause (5)); provided, however, that if the Indebtedness being guaranteed is subordinated to or pari passu with the Notes, then the Guarantee thereof shall be subordinated or pari passu, as applicable, to the same extent as the Indebtedness being Guaranteed;

(11) Purchase Money Indebtedness and any Refinancing Indebtedness Incurred to Refinance such Indebtedness, in an aggregate principal amount which, when added together with the amount of Indebtedness Incurred pursuant to this clause (11) and then outstanding, does not exceed 4.0% of Total Assets;

(12) Physician Support Obligations incurred by the Company or any Restricted Subsidiary; (13) Indebtedness Incurred pursuant to a Qualified Receivables Transaction; provided, however, that, at the time of such Incurrence, the Company would have been entitled to Incur Indebtedness pursuant to clause (1) above in an amount equal to the Receivables Transaction Amount of such Qualified Receivables Transaction;

(14) Non-Recourse Indebtedness of Restricted Subsidiaries in an aggregate principal amount which, when taken together with all other Non-Recourse Indebtedness of Restricted Subsidiaries Incurred pursuant to this clause (14) and then outstanding does not exceed 4.0% of Total Assets;

(15) the Incurrence by the Company or any Guarantor of Indebtedness to the extent that the net proceeds thereof are promptly deposited to fully defease or fully satisfy and discharge the notes; and

(16) Indebtedness of the Company or the Subsidiary Guarantors in an aggregate principal amount which, when taken together with all other Indebtedness of the Company and its Subsidiary Guarantors Incurred pursuant to this clause (16) and then outstanding does not exceed the greater of $750.0 million and 5.0% of Total Assets.

(c) For purposes of determining compliance with this covenant:

(1) any Indebtedness outstanding under the Credit Agreement as of the Issue Date will be treated as Incurred on the Issue Date under clause (1) of paragraph (b) above;

(2) in the event that an item of Indebtedness (or any portion thereof) meets the criteria of more than one of the types of Indebtedness described above, the Company, in its sole discretion, will classify such item of Indebtedness (or any portion thereof) at the time of Incurrence and will only be required to include the amount and type of such Indebtedness in one of the above clauses or paragraph (a) above;

(3) the Company will be entitled to divide and classify an item of Indebtedness in more than one of the types of Indebtedness described above; and

(4) in the case of any Indebtedness initially Incurred pursuant to clause (b)(11), (b)(14) or (b)(16) above, the Company will be entitled, in its sole discretion, to later reclassify all or any portion of such Indebtedness as having been Incurred under any other clause above or paragraph (a) as long as, at the time of such reclassification, such Indebtedness (or portion thereof) would be permitted to be Incurred pursuant to such other clause or paragraph.

(d) For purposes of determining compliance with any U.S. dollar restriction on the Incurrence of Indebtedness where the Indebtedness Incurred is denominated in a different currency, the amount of such Indebtedness will be the U.S. Dollar Equivalent, determined on the date of the Incurrence of such Indebtedness; provided, however, that if any such Indebtedness denominated in a different currency is subject to a Currency Agreement with respect to U.S. dollars, covering all principal, premium, if any, and interest payable on such Indebtedness, the amount of such Indebtedness expressed in U.S. dollars will be as provided in such Currency Agreement. The principal amount of any Refinancing Indebtedness Incurred in the same currency as the Indebtedness being Refinanced will be the U.S. Dollar Equivalent of the Indebtedness Refinanced, except to the extent that (1) such U.S. Dollar Equivalent was determined based on a Currency Agreement, in which case the Refinancing Indebtedness will be determined in accordance with the preceding sentence, and (2) the principal amount of the Refinancing Indebtedness exceeds the principal amount of the Indebtedness being Refinanced, in which case the U.S. Dollar Equivalent of such excess will be determined on the date such Refinancing Indebtedness is Incurred.

Limitation on Restricted Payments

As set forth in paragraph (a) below, our capacity to make Restricted Payments depends in part on a calculation based on our Consolidated Net Income since, and other transactions occurring from, July 1, 2007 or July 25, 2007, as applicable; accordingly, immediately after this offering, we would have a Restricted Payments basket of approximately $407.4 million under paragraph (a) below.

(a) The Company will not, and will not permit any Restricted Subsidiary, directly or indirectly, to make a Restricted Payment if at the time the Company or such Restricted Subsidiary makes such Restricted Payment:

(1) a Default shall have occurred and be continuing (or would result therefrom);

(2) the Company is not entitled to Incur an additional $1.00 of Indebtedness pursuant to paragraph (a) of the covenant described under "— Limitation on Indebtedness"; or

(3) the aggregate amount of such Restricted Payment and all other Restricted Payments since the RP Reference Date would exceed the sum of (without duplication):

(A) 50% of the Consolidated Net Income accrued during the period (treated as one accounting period) from the beginning of the fiscal quarter during which the RP Reference Date occurred to the end of the most recent fiscal quarter for which internal financial statements are available at the time of such Restricted Payment (or, in case such Consolidated Net Income shall be a deficit, minus 100% of such deficit); plus

(B) 100% of the aggregate Net Cash Proceeds and the fair market value, as determined in good faith by the Board of Directors of the Company, of other property received by the Company from the issuance or sale of its Capital Stock (other than Disqualified Stock) subsequent to the RP Reference Date (other than an issuance or sale to a Subsidiary of the Company and other than an issuance or sale to an employee stock ownership plan or to a trust established by the Company or any of its Subsidiaries for the benefit of their employees) and 100% of any cash capital contribution and the fair market value, as determined in good faith by the Board of Directors of the Company, of other property received by the Company from its shareholders subsequent to the RP Reference Date; plus

(C) 100% of the aggregate Net Cash Proceeds and the fair market value, as determined in good faith by the Board of Directors of the Company, of other property received by the Company from the Incurrence of Indebtedness to the extent such Indebtedness is converted or exchanged for Capital Stock (other than Disqualified Stock) subsequent to the RP Reference Date (other than an Incurrence to a Subsidiary of the Company and other than an Incurrence to an employee stock ownership plan or to a trust established by the Company or any of its Subsidiaries for the benefit of their employees)(less the amount of any cash distributed by the Company upon such conversion or exchange); plus

(D) an amount equal to the sum of (x) the aggregate amount received by the Company or its Restricted Subsidiaries after the RP Reference Date resulting from repurchases, repayments or redemptions of Investments (other than Permitted Investments) made by the Company or any Restricted Subsidiary in any Person, proceeds realized on the sale of such Investment and proceeds representing the return of capital (excluding dividends and distributions), in each case received by the Company or any Restricted Subsidiary, and (y) to the extent such Person is an Unrestricted Subsidiary, the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of such Unrestricted Subsidiary at the time such Unrestricted Subsidiary is designated a Restricted Subsidiary.

(b) The preceding provisions will not prohibit:

(1) any Restricted Payment made out of the Net Cash Proceeds of the substantially concurrent sale of, or made by exchange for, Capital Stock of the Company (other than Disqualified Stock and other than Capital Stock issued or sold to a Subsidiary of the Company or an employee stock ownership plan or to a trust established by the Company or any of its Subsidiaries for the benefit of their employees) or a substantially concurrent cash capital contribution received by the Company from its shareholders; provided, however, that (A) such Restricted Payment shall be excluded in the calculation of the amount of Restricted Payments and (B) the Net Cash Proceeds from such sale or such cash capital contribution (to the extent so used for such Restricted Payment) shall be excluded from the calculation of amounts under clause (3)(B) of paragraph (a) above;

(2) any purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of Subordinated Obligations of the Company or a Subsidiary Guarantor made by exchange for, or out of the proceeds of the substantially concurrent Incurrence of, Subordinated Obligations of such Person which is permitted to be Incurred pursuant to the covenant described under "—Limitation on Indebtedness"; provided, however, that such purchase, repurchase, redemption, defeasance or other acquisition or retirement for value shall be excluded in the calculation of the amount of Restricted Payments;

(3) dividends paid within 60 days after the date of declaration thereof if at such date of declaration such dividend would have complied with this covenant or the redemption, repurchase or retirement of Subordinated Obligations, if at the date of any irrevocable redemption notice such payment would have complied with this covenant; provided, however, that the payment of such dividend or payment of Subordinated Obligations shall be included in the calculation of the amount of Restricted Payments;

(4) so long as no Default has occurred and is continuing, the purchase, redemption or other acquisition of shares of Capital Stock of Parent, the Company or any of its Subsidiaries from consultants, former consultants, employees, former employees, directors or former directors of Parent, the Company or any of its Subsidiaries (or permitted transferees of such employees, former employees, directors or former directors), pursuant to the terms of the agreements (including employment agreements) or plans (or amendments thereto) approved by the Board of Directors under which such individuals purchase or sell or are granted the option to purchase or sell, shares of such Capital Stock; provided, however, that the aggregate amount of such Restricted Payments (excluding amounts representing cancelation of Indebtedness) shall not exceed $60.0 million in any calendar year (with unused amounts in any calendar year being carried over to succeeding calendar years); provided further, however, that such amount in any calendar year may be increased by an amount not to exceed (A) the cash proceeds from the sale of Capital Stock of the Company and, to the extent contributed to the Company, Capital Stock of Parent, in each case to employees, directors or consultants of Parent, the Company or any of its Restricted Subsidiaries, that occurs after the Issue Date plus (B) the cash proceeds of key man life insurance policies received by the Company or its Restricted Subsidiaries, or by Parent to the extent contributed to the Company, after the Issue Date (provided that the Company shall be entitled to elect to apply all or any portion of the aggregate increase contemplated by clauses (A) and (B) above in any calendar year) less (C) the amount of any Restricted Payments previously made pursuant to clauses (A) and (B) of this clause (4); provided further, however, that such Restricted Payments shall be excluded in the calculation of the amount of Restricted Payments;

(5) the declaration and payments of dividends on Disqualified Stock issued pursuant to the covenant described under "—Limitation on Indebtedness"; provided, however, that, at the time of payment of such dividend, no Default shall have occurred and be continuing (or result therefrom); provided further, however, that such dividends shall be excluded in the calculation of the amount of Restricted Payments;

(6) repurchases of Capital Stock deemed to occur upon exercise of stock options or warrants if such Capital Stock represents a portion of the exercise price of such options or warrants; provided, however, that such Restricted Payments shall be excluded in the calculation of the amount of Restricted Payments;

(7) cash payments in lieu of the issuance of fractional shares in connection with the exercise of warrants, options or other securities convertible into or exchangeable for Capital Stock of the Company; provided, however, that any such cash payment shall not be for the purpose of evading the limitation of the covenant described under this subheading (as determined in good faith by the Board of Directors); provided further, however, that such payments shall be excluded in the calculation of the amount of Restricted Payments;

(8) in the event of a Change of Control or Asset Disposition, the payment, purchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations or Disqualified Stock of Parent, the Company or any Restricted Subsidiary; provided, however, that prior to such payment, purchase, redemption, defeasance or other acquisition or retirement, the Company (or a third party to the extent permitted by the Indenture) has made a Change of Control Offer with respect to the Notes as a result of such Change of Control or an offer to purchase Notes with the Net Cash Proceeds of an Asset Disposition and has repurchased all Notes validly tendered and not withdrawn in connection with such offer; provided further, however, that such payments, purchases, redemptions, defeasances or other acquisitions or retirements shall be excluded in the calculation of the amount of Restricted Payments;

(9) payments of intercompany subordinated Indebtedness, the Incurrence of which was permitted under clause (2) of paragraph (b) of the covenant described under "—Limitation on Indebtedness"; provided, however, that no Default has occurred and is continuing or would otherwise result therefrom; provided

further, however, that such payments shall be excluded in the calculation of the amount of Restricted Payments;

(10) Restricted Payments made by or in connection with the sale, disposition, transfer, dividend, distribution, contribution or other disposition of assets, other than cash or Temporary Cash Investments, in an amount which, when taken together with all Restricted Payments previously made pursuant to this clause (10), does not exceed 4.0% of Total Assets; provided, however, that (A) at the time of each such Restricted Payment, no Default shall have occurred and be continuing (or result therefrom), (B) at the time of and after giving effect to each such Restricted Payment, the Company is entitled to Incur an additional $1.00 of Indebtedness pursuant to paragraph (a) of the covenant described under "—Limitation on Indebtedness" and (C) the amount of Restricted Payments made pursuant to this clause (10) shall be excluded in the calculation of the amount of Restricted Payments;

(11) the declaration and payment of dividends to, or the making of loans to, the Parent in amounts required for Parent to pay, without duplication: (A) franchise taxes and other fees, taxes and expenses required to maintain its corporate existence; (B) income taxes to the extent such income taxes are attributable to the income of the Company and its Restricted Subsidiaries and, to the extent of the amount actually received from the Unrestricted Subsidiaries, in amounts required to pay such taxes to the extent attributable to the income of the Unrestricted Subsidiaries; (C) customary salary, bonus, severance, indemnification obligations and other benefits payable to officers and employees of Parent; (D) general corporate overhead and operating expenses for Parent; and (E) reasonable fees and expenses incurred in connection with any unsuccessful debt or equity offering or other financing transaction by Parent; provided, however, that such payments shall be excluded in the calculation of the amount of Restricted Payments;

(12) distributions of Investments in Unrestricted Subsidiaries; provided, however, that such distributions shall be excluded in the calculation of the amount of Restricted Payments;

(13) payments in connection with a Qualified Receivables Transaction; provided, however, that such payments shall be excluded in the calculation of the amount of Restricted Payments;

(14) so long as no Default or Event of Default has occurred and is continuing (or would result therefrom), mandatory redemptions of any Disqualified Stock issued as a Restricted Payment or as consideration for a Permitted Investment; provided that (A) the aggregate amount paid for such redemptions with respect to any such issuance is no greater than the corresponding amount that constituted a Restricted Payment or Permitted Investment upon issuance thereof and (B) at the time of and after giving effect to each such mandatory redemption, the Company is entitled to Incur an additional $1.00 of Indebtedness pursuant to paragraph (a) of the covenant described under "—Limitation on Indebtedness"; or

(15) Restricted Payments in an amount which, when taken together with all Restricted Payments previously made pursuant to this clause (15) does not exceed $300.0 million; provided, however, that (A) at the time of each such Restricted Payment, no Default shall have occurred and be continuing (or result therefrom) and (B) the amount of Restricted Payments made pursuant to this clause (15) shall be excluded in the calculation of the amount of Restricted Payments.

Limitation on Restrictions on Distributions from Restricted Subsidiaries

The Company will not, and will not permit any Restricted Subsidiary to, create or otherwise cause or permit to exist or become effective any consensual encumbrance or restriction on the ability of any Restricted Subsidiary to (a) pay dividends or make any other distributions on its Capital Stock to the Company or a Restricted Subsidiary or pay any Indebtedness owed to the Company, (b) make any loans or advances to the Company or (c) transfer any of its property or assets to the Company, except:

(1) with respect to clauses (a), (b) and (c),

(A) any encumbrance or restriction pursuant to an agreement in effect at or entered into on the Issue Date, including the Credit Agreement in effect on the Issue Date;

(B) any encumbrance or restriction with respect to a Restricted Subsidiary pursuant to an agreement relating to any Indebtedness Incurred by such Restricted Subsidiary on or prior to the date on which such Restricted Subsidiary was acquired by the Company (other than Indebtedness Incurred as consideration in, or to provide all or any portion of the funds or credit support utilized to consummate, the transaction or series of related transactions pursuant to which such Restricted Subsidiary became a Restricted Subsidiary or was acquired by the Company) and outstanding on such date;

(C) any encumbrance or restriction pursuant to an agreement effecting a Refinancing of Indebtedness Incurred pursuant to an agreement referred to in clause (A) or (B) of clause (1) of this covenant or this clause (C) or contained in any amendment to an agreement referred to in clause (A) or (B) of clause (1) of this covenant or this clause (C); provided, however, that the encumbrances and restrictions with respect to such Restricted Subsidiary contained in any such refinancing agreement or amendment are no less favorable to the Noteholders than encumbrances and restrictions with respect to such Restricted Subsidiary contained in such predecessor agreements;

(D) any encumbrance or restriction included in contracts for the sale of assets, including any encumbrance or restriction with respect to a Restricted Subsidiary imposed pursuant to an agreement entered into for the sale or disposition of all or substantially all the Capital Stock or assets of such Restricted Subsidiary pending the closing of such sale or disposition;

(E) any encumbrance or restriction required by the terms of any agreement relating to a Qualified Receivables Transaction; provided, however, that such encumbrance or restriction applies only to such Qualified Receivables Transaction;

(F) any encumbrance or restriction on cash or other deposits or net worth imposed by customers under contracts entered into in the ordinary course of business;

(G) any encumbrance or restriction pursuant to the terms of any agreement or instrument relating to any Indebtedness of a Restricted Subsidiary permitted to be Incurred subsequent to the Issue Date pursuant to the covenant described under "—Limitation on Indebtedness" (i) if such encumbrance and restriction contained in any such agreement or instrument taken as a whole are not materially less favorable to the holders of Notes than the encumbrances and restrictions contained in the Credit Agreement on the Issue Date (as determined in good faith by the Company) or (ii) if the encumbrances and restrictions are not materially more disadvantageous to the holders of Notes than is customary in comparable financings (as determined in good faith by the Company) and either (x) the Company determines that such encumbrance or restriction will not adversely affect the Company's ability to make principal and interest payments on the Notes as and when they come due or (y) such encumbrances and restrictions apply only during the continuance of a default in respect of a payment or financial maintenance covenant relating to such Indebtedness;

(H) any encumbrance or restriction pursuant to the terms of any agreement or instrument relating to any Indebtedness of Subsidiary Guarantors or Foreign Subsidiaries to the extent such Indebtedness is permitted to be Incurred pursuant to an agreement entered into subsequent to the Issue Date pursuant to the covenant described under "*—Limitation on Indebtedness*";

(I) any encumbrance or restriction pursuant to customary provisions in joint venture agreements and other similar agreements entered into in the ordinary course of business; and

(J) applicable law or any applicable rule, regulation or order; and

(2) with respect to clause (c) only,

(A) any encumbrance or restriction consisting of customary nonassignment provisions in leases governing leasehold interests to the extent such provisions restrict the transfer of the lease or the property leased thereunder; and

(B) any encumbrance or restriction contained in security agreements or mortgages securing Indebtedness of a Restricted Subsidiary to the extent such encumbrance or restriction restricts the transfer of the property subject to such security agreements or mortgages.

Limitation on Sales of Assets and Subsidiary Stock

(a) The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, consummate any Asset Disposition unless:

(1) the Company or such Restricted Subsidiary receives consideration at the time of such Asset Disposition at least equal to the fair market value (including as to the value of all non-cash consideration), as determined in good faith by the Company, of the shares and assets subject to such Asset Disposition;

(2) at least 75% of the consideration thereof received by the Company or such Restricted Subsidiary is in the form of cash or cash equivalents; and

(3) an amount equal to 100% of the Net Available Cash from such Asset Disposition is applied by the Company (or such Restricted Subsidiary, as the case may be)

(A) first, to the extent the Company elects (or is required by the terms of any Indebtedness), to prepay, repay, redeem or purchase Senior Indebtedness of the Company or of a Subsidiary Guarantor or Indebtedness (other than any Disqualified Stock) of a Restricted Subsidiary (in each case other than Indebtedness owed to the Company or a Subsidiary of the Company) within one year from the later of the date of such Asset Disposition or the receipt of such Net Available Cash;

(B) second, to the extent of the balance of such Net Available Cash after application in accordance with clause (A), to the extent the Company elects, to acquire Additional Assets within one year from the later of the date of such Asset Disposition or the receipt of such Net Available Cash; and

(C) third, to the extent of the balance of such Net Available Cash after application in accordance with clauses (A) and (B), to make an offer to the Holders of the Notes (and to holders of other Senior Indebtedness of the Company or of a Subsidiary Guarantor designated by the Company) to purchase Notes (and such other Senior Indebtedness of the Company) pursuant to and subject to the conditions contained in the Indenture;

provided, however, that in connection with any prepayment, repayment or purchase of Indebtedness pursuant to clause (A) or (C) above, the Company or such Restricted Subsidiary shall permanently retire such Indebtedness and shall cause the related loan commitment (if any) to be permanently reduced in an amount equal to the principal amount so prepaid, repaid or purchased, although such requirement to retire Indebtedness and reduce loan commitments shall not be deemed to prohibit the Company and the Restricted Subsidiaries from thereafter Incurring Indebtedness otherwise permitted by the covenant described under "—Limitation on Indebtedness"; provided, however, that, in the case of clause (B) above, a binding commitment shall be treated as a permitted application of the Net Available Cash from the date of such commitment so long as the Company or such Restricted Subsidiary enters into such commitment with the good faith expectation that such Net Proceeds will be applied to satisfy such commitment within 180 days of such commitment (an "Acceptable Commitment"); provided further that if any Acceptable Commitment is later canceled or terminated for any reason before such Net Available Cash is applied, then such Net Available Cash shall be applied pursuant to clause (C) above.

Notwithstanding the foregoing provisions of this covenant, the Company and the Restricted Subsidiaries will not be required to apply any Net Available Cash in accordance with this covenant except to the extent that the aggregate Net Available Cash from all Asset Dispositions which is not applied in accordance with this covenant exceeds $100.0 million. Pending application of Net Available Cash pursuant to this covenant, such Net Available Cash may be invested in Temporary Cash Investments or applied to temporarily reduce revolving credit indebtedness or in any other manner permitted by the Indenture.

For the purposes of this covenant, the following are deemed to be cash or cash equivalents:

(1) the assumption or discharge of Indebtedness or other liabilities of the Company (other than obligations in respect of Disqualified Stock of the Company) or any Restricted Subsidiary (other than obligations in respect of Disqualified Stock or Preferred Stock of a Subsidiary Guarantor) and the release of the Company or such Restricted Subsidiary from all liability on such Indebtedness or other liability in connection with such Asset Disposition;

(2) securities or other obligations received by the Company or any Restricted Subsidiary from the transferee that are converted by the Company or such Restricted Subsidiary into cash within 180 days of the Asset Disposition, to the extent of the cash received in that conversion;

(3) Additional Assets; and

(4) any Designated Noncash Consideration received by the Company or any Restricted Subsidiary in such Asset Disposition having an aggregate fair market value (as determined in good faith by the Board of Directors), taken together with all other Designated Noncash Consideration received pursuant to this clause) that is at that time outstanding, not to exceed the greater of (x) $250.0 million and (y) an amount equal to 3.0% of Total Assets on the date on which such Designated Noncash Consideration is received (with the fair market value of each item of Designated Noncash Consideration being measured at the time received without giving effect to subsequent changes in value).

(b) In the event of an Asset Disposition that requires the purchase of Notes (and other Senior Indebtedness of the Company or of a Subsidiary Guarantor) pursuant to clause (a)(3)(C) above, the Company will purchase Notes tendered pursuant to an offer by the Company for the Notes (and such other Senior Indebtedness of the Company or of a Subsidiary Guarantor) at a purchase price of 100% of their principal amount (or, in the event such other Senior Indebtedness was issued with significant original issue discount, 100% of the accreted value thereof), without premium, plus accrued but unpaid interest (or, in respect of such other Senior Indebtedness, such other price, not to exceed 100%, as may be provided for by the terms of such other Senior Indebtedness) in accordance with the procedures (including prorating in the event of oversubscription) set forth in the Indenture. If the aggregate purchase price of the securities tendered exceeds the Net Available Cash allotted to their purchase, the Company will select the securities to be purchased on a pro rata basis but in round denominations, which in the case of the Notes will be denominations of $2,000 principal amount or any greater integral multiple of $1,000. The Company shall not be required to make such an offer to purchase Notes (and other Senior Indebtedness of the Company or of a Subsidiary Guarantor) pursuant to this covenant if the Net Available Cash available therefor is less than $100 0 million (which lesser amount shall be carried forward for purposes of determining whether such an offer is required with respect to the Net Available Cash from any subsequent Asset Disposition). Upon completion of such an offer to purchase, Net Available Cash will be deemed to be reduced by the aggregate amount of such offer.

(c) The Company will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the repurchase of Notes pursuant to this covenant. To the extent that the provisions of any securities laws or regulations conflict with provisions of this covenant, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this covenant by virtue of its compliance with such securities laws or regulations.

Limitation on Affiliate Transactions

(a) The Company will not, and will not permit any Restricted Subsidiary to, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property, employee compensation arrangements or the rendering of any service) with, or for the benefit of, any Affiliate of the Company (an "*Affiliate Transaction*") involving aggregate consideration in excess of $5.0 million unless:

(1) the terms of the Affiliate Transaction are no less favorable to the Company or such Restricted Subsidiary than those that could be obtained at the time of the Affiliate Transaction in arm's-length dealings with a Person who is not an Affiliate;

(2) if such Affiliate Transaction involves an amount in excess of $25.0 million, the terms of the Affiliate Transaction are set forth in writing and a majority of the directors of the Company disinterested with respect to such Affiliate Transaction, if any, have determined in good faith that the criteria set forth in clause (1) are satisfied and have approved the relevant Affiliate Transaction as evidenced by a resolution of the Board of Directors; and

(3) if such Affiliate Transaction involves an amount in excess of $100.0 million, the Board of Directors shall also have received a written opinion from an Independent Qualified Party to the effect that such Affiliate Transaction is fair, from a financial standpoint, to the Company and its Restricted Subsidiaries or is not less favorable to the Company and its Restricted Subsidiaries than could reasonably be expected to be obtained at the time in an arm's-length transaction with a Person who was not an Affiliate.

(b) The provisions of the preceding paragraph (a) will not prohibit:

(1) any Permitted Investment (other than a Permitted Investment described in clauses (1), (2) or (15) of the definition thereof) or Restricted Payment (but, in the case of a Restricted Payment, only to the extent (i) included in the calculation of the amount of Restricted Payments made pursuant to paragraph (a)(3) of, or (ii) made pursuant to clauses (4) through (15) of paragraph (b) of, the covenant described under "—Limitation on Restricted Payments");

(2) any issuance of securities, or other payments, awards or grants in cash, securities or otherwise pursuant to, or the funding of, employment arrangements, stock options and stock ownership plans, or indemnities provided on behalf of employees or directors approved by the Board of Directors or senior management of the Company;

(3) loans or advances to employees in the ordinary course of business consistent with past practices of the Company or its Restricted Subsidiaries, but in any event not to exceed $25.0 million in the aggregate outstanding at any one time;

(4) the payment of reasonable fees to directors of the Company and its Restricted Subsidiaries who are not employees of the Company or its Restricted Subsidiaries;

(5) any transaction with the Company, a Restricted Subsidiary or joint venture or similar entity which would constitute an Affiliate Transaction solely because the Company or a Restricted Subsidiary owns an equity interest in or otherwise controls such Restricted Subsidiary, joint venture or similar entity;

(6) the issuance or sale of any Capital Stock (other than Disqualified Stock) of the Company;

(7) transactions with customers, clients, suppliers, or purchasers or sellers of goods or services, in each case in the ordinary course of business and otherwise in compliance with the terms of the Indenture that are fair to the Company or its Restricted Subsidiaries, in the reasonable determination of the Board of Directors or the senior management of the Company, or are no less favorable to the Company and its Restricted Subsidiaries than could reasonably be expected to be obtained at the time in an arm's-length transaction with a Person who was not an Affiliate;

(8) any agreement as in effect on the Issue Date or any renewals or extensions of any such agreement (so long as such renewals or extensions are not less favorable to the Company or the Restricted Subsidiaries

in any material respect) and the transactions evidenced thereby; (9) any transaction pursuant to a Qualified Receivables Transaction;

(10) any transaction between or among the Company and any Restricted Subsidiary (or entity that becomes a Restricted Subsidiary as a result of such transaction), or between or among Restricted Subsidiaries;

(11) the entry into and performance obligations of the Company or any of its Restricted Subsidiaries under the terms of any transaction arising out of, and any payments pursuant to or for purposes of funding, any agreement or instrument in effect as of or on the Issue Date, as these agreements and instruments may be amended, modified, supplemented, extended, renewed or refinanced from time to time in accordance with the other terms of this covenant or to the extent not less favorable to the Holders in any material respect; and

(12) any purchases by the Company's Affiliates of Indebtedness or Disqualified Stock of the Company or any of its Restricted Subsidiaries the majority of which Indebtedness or Disqualified Stock is purchased substantially contemporaneously by Persons who are not the Company's Affiliates; provided that such purchases by the Company's Affiliates are on the same terms as such purchases by such Persons who are not the Company's Affiliates.

Limitation on Line of Business

The Company will not, and will not permit any Restricted Subsidiary, to engage in any business other than a Related Business, except to the extent as would not be material to the Company and its Subsidiaries taken as a whole.

Limitation on Liens

The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, Incur or permit to exist any Lien (the "Initial Lien") of any nature whatsoever on any of its properties (including Capital Stock of a Restricted Subsidiary), whether owned at the Issue Date or thereafter acquired, securing any Indebtedness, other than Permitted Liens, without effectively providing that the Notes shall be secured equally and ratably with (or prior to) the obligations so secured for so long as such obligations are so secured.

Any Lien created for the benefit of the Holders of the Notes pursuant to the preceding sentence shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Initial Lien.

Limitation on Sale/Leaseback Transactions

The Company will not, and will not permit any Restricted Subsidiary to, enter into any Sale/Leaseback Transaction with respect to any property unless:

(1) the Company or such Restricted Subsidiary would be entitled to (A) Incur Indebtedness in an amount equal to the Attributable Debt with respect to such Sale/Leaseback Transaction pursuant to the covenant described under "—Limitation on Indebtedness" and (B) create a Lien on such property securing such Attributable Debt without equally and ratably securing the Notes pursuant to the covenant described under "—Limitation on Liens";

(2) the net proceeds received by the Company or any Restricted Subsidiary in connection with such Sale/Leaseback Transaction are at least equal to the fair market value (as determined by the Board of Directors) of such property; and

(3) the Company applies the proceeds of such transaction in compliance with the covenant described under "—Limitation on Sale of Assets and Subsidiary Stock."

Merger and Consolidation

(a) The Company will not consolidate with or merge with or into, or convey, transfer or lease, in one transaction or a series of transactions, directly or indirectly, all or substantially all its assets to, any Person, unless:

(1) the resulting, surviving or transferee Person (the "Successor Company") shall be a Person organized and existing under the laws of the United States of America, any State thereof or the District of Columbia, and the Successor Company (if not the Company) shall expressly assume, by an indenture supplemental thereto, executed and delivered to the Trustee, in form satisfactory to the Trustee, all the obligations of the Company under the Notes and the Indenture;

(2) immediately after giving pro forma effect to such transaction (and treating any Indebtedness which becomes an obligation of the Successor Company or any Subsidiary as a result of such transaction as having been Incurred by such Successor Company or such Subsidiary at the time of such transaction), no Default shall have occurred and be continuing;

(3) immediately after giving pro forma effect to such transaction, (A) the Successor Company would be able to Incur an additional $1.00 of Indebtedness pursuant to paragraph (a) of the covenant described under "—Limitation on Indebtedness" or (B) the Consolidated Coverage Ratio for the Successor Company and its Restricted Subsidiaries would be greater than such ratio for the Company and its Restricted Subsidiaries immediately prior to such transaction; and

(4) the Company shall have delivered to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Indenture;

provided, however, that clauses (2) and (3) will not be applicable to (A) a Restricted Subsidiary consolidating with, merging into or transferring all or part of its properties and assets to the Company (so long as no Capital Stock of the Company is distributed to any Person) or to another Restricted Subsidiary or (B) the Company merging with an Affiliate of the Company solely for the purpose of reincorporating the Company in another jurisdiction.

For purposes of this covenant, the sale, lease, conveyance, assignment, transfer or other disposition of all or substantially all of the properties and assets of one or more Subsidiaries of the Company, which properties and assets, if held by the Company instead of such Subsidiaries, would constitute all or substantially all of the properties and assets of the Company on a consolidated basis, shall be deemed to be the transfer of all or substantially all of the properties and assets of the Company.

The Successor Company will be the successor to the Company and shall succeed to, and be substituted for, and may exercise every right and power of, the Company under the Indenture, and the predecessor Company, except in the case of a lease, shall be released from all obligations under the Indenture and to pay the principal of and interest on the Notes.

(b) The Company will not permit any Subsidiary Guarantor to consolidate with or merge with or into, or convey, transfer or lease, in one transaction or a series of transactions, all or substantially all of its assets to any Person unless:

(1) the resulting, surviving or transferee Person (if not such Subsidiary) shall be a Person organized and existing under the laws of the jurisdiction under which such Subsidiary was organized or under the laws of the United States of America, or any State thereof or the District of Columbia, and such Person shall expressly assume, by a Guaranty Agreement, in a form satisfactory to the Trustee, all the obligations of such Subsidiary, if any, under its Subsidiary Guaranty; provided, however, that the foregoing shall not apply in the case of a Subsidiary Guarantor (x) that has been disposed of in its entirety to another Person (other than to the Company or a Subsidiary of the Company), whether through a merger, consolidation or sale of

Capital Stock or assets or (y) that, as a result of the disposition of all or a portion of its Capital Stock, ceases to be a Subsidiary, in both cases, if in connection therewith the Company provides an Officers' Certificate to the Trustee to the effect that the Company will comply with its obligations under the covenant described under "—Limitation on Sales of Assets and Subsidiary Stock" in respect of such disposition;

(2) immediately after giving effect to such transaction or transactions on a pro forma basis (and treating any Indebtedness which becomes an obligation of the resulting, surviving or transferee Person as a result of such transaction as having been issued by such Person at the time of such transaction), no Default shall have occurred and be continuing; and

(3) the Company delivers to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such Guaranty Agreement, if any, complies with the Indenture;

provided, however, that clause (2) will not be applicable to (A) a Restricted Subsidiary consolidating with, merging into or transferring all or part of its properties and assets to a Subsidiary Guarantor (so long as no Capital Stock of the Subsidiary Guarantor is distributed to any Person) or to another Restricted Subsidiary or (B) a Subsidiary Guarantor merging with an Affiliate of the Company solely for the purpose of reincorporating the Subsidiary Guarantor in another jurisdiction.

(c) Parent will not consolidate with or merge with or into, or convey, transfer or lease, in one transaction or a series of transactions, all or substantially all of its assets to any Person unless:

(1) the resulting, surviving or transferee Person (if not Parent) shall be a Person organized and existing under the laws of the jurisdiction under which Parent was organized or under the laws of the United States of America, or any State thereof or the District of Columbia, and such Person shall expressly assume, by a Guaranty Agreement, in a form satisfactory to the Trustee, all the obligations of Parent, if any, under the Parent Guaranty;

(2) immediately after giving effect to such transaction or transactions on a pro forma basis (and treating any Indebtedness which becomes an obligation of the resulting, surviving or transferee Person as a result of such transaction as having been issued by such Person at the time of such transaction), no Default shall have occurred and be continuing; and

(3) the Company delivers to the Trustee an Officers' Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such Guaranty Agreement, if any, complies with the Indenture;

provided, however, that clause (2) will not be applicable to (A) a Restricted Subsidiary consolidating with, merging into or transferring all or part of its properties and assets to Parent (so long as no Capital Stock of Parent is distributed to any Person) or (B) Parent merging with an Affiliate of the Company solely for the purpose of reincorporating Parent in another jurisdiction.

Future Guarantors

The Company will cause each Domestic Restricted Subsidiary that Incurs any Indebtedness (other than Indebtedness permitted to be Incurred pursuant to clause (2), (7), (8), (9), (12), (13) or (14) of paragraph (b) of the covenant described under "Limitation on Indebtedness") to, and each Foreign Subsidiary that enters into a Guarantee of any Senior Indebtedness (other than Indebtedness permitted to be Incurred pursuant to clause (2), (7), (8), (9), (12), (13) or (14) of paragraph (b) of the covenant described under "Limitation on Indebtedness" and other than a Foreign Subsidiary that Guarantees Senior Indebtedness Incurred by another Foreign Subsidiary) to, in each case, within 30 Business Days, execute and deliver to the Trustee a Guaranty Agreement pursuant to which such Restricted Subsidiary will Guarantee payment of the Notes on the same terms and conditions as those set forth in the Indenture

SEC Reports

Whether or not the Company is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act, the Company will file with the SEC subject to the next sentence and provide the Trustee and Noteholders with such annual and other reports as are specified in Sections 13 and 15(d) of the Exchange Act and applicable to a U.S. corporation subject to such Sections, such reports to be so filed and provided at the times specified for the filings of such reports under such Sections and containing all the information, audit reports and exhibits required for such reports. If, at any time, the Company is not subject to the periodic reporting requirements of the Exchange Act for any reason, the Company will nevertheless continue filing the reports specified in the preceding sentence with the SEC within the time periods required unless the SEC will not accept such a filing. The Company agrees that it will not take any action for the purpose of causing the SEC not to accept such filings. If, notwithstanding the foregoing, the SEC will not accept such filings for any reason, the Company will post the reports specified in the preceding sentence on its website within the time periods that would apply if the Company were required to file those reports with the SEC.

At any time that any of the Company's Subsidiaries are Unrestricted Subsidiaries, then the quarterly and annual financial information required by the preceding paragraph will include a reasonably detailed presentation, either on the face of the financial statements or in the footnotes thereto, and in "Management's Discussion and Analysis of Financial Condition and Results of Operations," of the financial condition and results of operations of the Company and its Restricted Subsidiaries separate from the financial condition and results of operations of the Unrestricted Subsidiaries of the Company.

In addition, the Company will furnish to the Holders of the Notes and to prospective investors, upon the requests of such Holders, any information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act so long as the Notes are not freely transferable under the Securities Act.

In addition, at any time that Parent holds no material assets other than cash, Temporary Cash Investments and the Capital Stock of the Company or any other direct or indirect intermediate holding company parent of the Company (and performs the related incidental activities associated with such ownership) and complies with the requirements of Rule 3-10 of Regulation S-X promulgated by the SEC (or any successor provision), the reports, information and other documents required to be filed and furnished to holders of the Notes pursuant to this covenant may, at the option of the Company, be filed by and be those of Parent rather than of the Company; provided, however, that the issuance by Parent of any Indebtedness or Capital Stock shall not be deemed to prevent the Company from exercising its option described in this paragraph to file and furnish reports, information and other documents of Parent to satisfy the requirements of this covenant.

Notwithstanding the foregoing, such requirements shall be deemed satisfied prior to the commencement of the exchange offer or the effectiveness of a shelf registration statement relating to the registration of the Notes under the Securities Act by the filing with the SEC of an exchange offer registration statement or a shelf registration statement, and any amendments thereto, with such financial information that satisfies Regulation S-X of the Securities Act within the time periods and in accordance with the other provisions of the Registration Rights Agreements.

Defaults

Each of the following is an Event of Default:

(1) a default in the payment of interest on the Notes when due, continued for 30 days;

(2) a default in the payment of principal of any Note when due at its Stated Maturity, upon optional redemption, upon required purchase, upon declaration of acceleration or otherwise;

(3) the failure by the Company or Parent to comply with its obligations under "—Certain Covenants—Merger and Consolidation" above;

(4) the failure by the Company or any Subsidiary Guarantor to comply for 60 days after notice with its other agreements contained in the Indenture;

(5) Indebtedness of the Company, any Subsidiary Guarantor or any Significant Subsidiary is not paid within any applicable grace period after final maturity or is accelerated by the holders thereof because of a default and the total amount of such Indebtedness unpaid or accelerated exceeds $125.0 million (the "cross acceleration provision");

(6) certain events of bankruptcy, insolvency or reorganization of the Company or any Significant Subsidiary (the "bankruptcy provisions");

(7) any judgment or decree for the payment of money in excess of $125.0 million (other than a judgment or decree covered by indemnities or insurance policies issued by reputable and creditworthy companies to the extent coverage has not been disclaimed) is entered against the Company or any Significant Subsidiary, remains outstanding for a period of 60 consecutive days following such judgment and is not discharged, waived or stayed (the "judgment default provision"); or

(8) any Guaranty ceases to be in full force and effect (other than in accordance with the terms of such Guaranty) or any Guarantor denies or disaffirms its obligations under its Guaranty.

However, a default under clause (4) will not constitute an Event of Default until the Trustee or the holders of 25% in principal amount of the outstanding Notes notify the Company of the default and the Company does not cure such default within the time specified after receipt of such notice.

If an Event of Default occurs and is continuing, the Trustee or the holders of at least 25% in principal amount of the outstanding Notes may declare the principal of and accrued but unpaid interest on all the Notes to be due and payable. Upon such a declaration, such principal and interest shall be due and payable immediately. If an Event of Default relating to certain events of bankruptcy, insolvency or reorganization of the Company occurs and is continuing, the principal of and interest on all the Notes will ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any holders of the Notes. Under certain circumstances, the holders of a majority in principal amount of the outstanding Notes may rescind any such acceleration with respect to the Notes and its consequences.

Subject to the provisions of the Indenture relating to the duties of the Trustee, in case an Event of Default occurs and is continuing, the Trustee will be under no obligation to exercise any of the rights or powers under the Indenture at the request or direction of any of the holders of the Notes unless such holders have offered to the Trustee reasonable indemnity or security against any loss, liability or expense. Except to enforce the right to receive payment of principal, premium (if any) or interest when due, no holder of a Note may pursue any remedy with respect to the Indenture or the Notes unless:

(1) such holder has previously given the Trustee notice that an Event of Default is continuing;

(2) holders of at least 25% in principal amount of the outstanding Notes have requested the Trustee to pursue the remedy;

(3) such holders have offered the Trustee reasonable security or indemnity against any loss, liability or expense;

(4) the Trustee has not complied with such request within 60 days after the receipt thereof and the offer of security or indemnity; and

(5) holders of a majority in principal amount of the outstanding Notes have not given the Trustee a direction inconsistent with such request within such 60-day period.

Subject to certain restrictions, the holders of a majority in principal amount of the outstanding Notes are given the right to direct the time, method and place of conducting any proceeding for any remedy available to the

Trustee or of exercising any trust or power conferred on the Trustee. The Trustee, however, may refuse to follow any direction that conflicts with law or the Indenture or that the Trustee determines is unduly prejudicial to the rights of any other holder of a Note or that would involve the Trustee in personal liability.

In the event of any Event of Default under the cross acceleration provision, such Event of Default and all consequences thereof (excluding, however, any resulting payment default) will be annulled, waived and rescinded, automatically and without any action by the Trustee or the holders of the Notes, if within 20 Business Days after such Event of Default arose the Company delivers an Officers' Certificate to the Trustee stating that (x) the Indebtedness or guarantee that is the basis for such Event of Default has been discharged or (y) the holders thereof have rescinded or waived the acceleration, notice or action (as the case may be) giving rise to such Event of Default or (z) the default that is the basis for such Event of Default has been cured, it being understood that in no event shall an acceleration of the principal amount of the Notes as described above be annulled, waived or rescinded upon the happening of any such events.

In the event that the Company or any of its Restricted Subsidiaries had previously taken an action (or failed to take an action) that was prohibited (or required) by the Indenture solely because of the continuance of a Default (the "*Initial Default*"), then upon the cure or waiver of the Initial Default, any Default or Event of Default arising from the taking of such action (or failure to take such action) and all consequences thereof (excluding any resulting payment Default, other than as a result of acceleration of the Notes) will be annulled, waived and rescinded, automatically and without any action by the Trustee or the Holders.

If a Default occurs, is continuing and is known to the Trustee, the Trustee must mail to each holder of the Notes notice of the Default within 90 days after it occurs. Except in the case of a Default in the payment of principal of or interest on any Note, the Trustee may withhold notice if and so long as a committee of its Trust Officers in good faith determines that withholding notice is not opposed to the interest of the holders of the Notes. In addition, we are required to deliver to the Trustee, within 120 days after the end of each fiscal year, a certificate indicating whether the signers thereof know of any Default that occurred during the previous year. We are required to deliver to the Trustee, within 30 days after the occurrence thereof, written notice of any event which would constitute certain Defaults, their status and what action we are taking or propose to take in respect thereof.

Amendments and Waivers

Subject to certain exceptions, the Indenture may be amended with the consent of the holders of a majority in principal amount of the Notes then outstanding (including consents obtained in connection with a tender offer or exchange for the Notes) and any past default or compliance with any provisions may also be waived with the consent of the holders of a majority in principal amount of the Notes then outstanding. However, without the consent of each holder of an outstanding Note affected thereby, an amendment or waiver may not, among other things:

(1) reduce the amount of Notes whose holders must consent to an amendment;

(2) reduce the rate of or extend the time for payment of interest on any Note;

(3) reduce the principal of or change the Stated Maturity of any Note;

(4) change the provisions applicable to the redemption of any Note as described under "—*Optional Redemption*" above;

(5) make any Note payable in money other than that stated in the Note;

(6) impair the right of any holder of the Notes to receive payment of principal of and interest on such holder's Notes on or after the due dates therefor or to institute suit for the enforcement of any payment on or with respect to such holder's Notes;

(7) make any change in the amendment provisions that require each holder's consent or in the waiver provisions;

(8) make any change in the ranking or priority of any Note that would adversely affect the Noteholders; or

(9) make any change in, or release other than in accordance with the Indenture, any Guaranty that would adversely affect the Noteholders.

Notwithstanding the preceding, without the consent of any holder of the Notes, the Company, the Guarantors and Trustee may amend the Indenture:

(1) to cure any ambiguity, omission, mistake, defect or inconsistency;

(2) to provide for the assumption by a successor corporation of the obligations of the Company or any Guarantor under the Indenture;

(3) to provide for uncertificated Notes in addition to or in place of certificated Notes (provided that the uncertificated Notes are issued in registered form for purposes of Section 163(f) of the Code, or in a manner such that the uncertificated Notes are described in Section 163(f)(2)(B) of the Code);

(4) to add Guarantees with respect to the Notes, including any Subsidiary Guaranties, or to secure the Notes;

(5) to add to the covenants of the Company or any Guarantor for the benefit of the holders of the Notes or to surrender any right or power conferred upon the Company or any Subsidiary Guarantor;

(6) to make any change that does not adversely affect the rights of any holder of the Notes;

(7) to comply with any requirement of the SEC in connection with the qualification of the Indenture under the Trust Indenture Act;

(8) to make changes of a technical or conforming nature that are necessary (as determined in good faith by the Company) for the proper issuance of Exchange Notes and/or additional Notes otherwise permitted to be issued under the Indenture;

(9) to evidence and provide for the acceptance and appointment under the Indenture of a successor Trustee pursuant to the requirements thereof or to provide for the accession by such successor Trustee to the Notes, the Guarantees and the Indenture;

(10) to conform the text of the Indenture, the Notes and the Subsidiary Guaranties to any provision of this "Description of Exchange Notes" to the extent that such provision in this "Description of Exchange Notes" was intended to be a verbatim recitation of a provision of the Indenture, the Notes and the Guaranties; or

(11) to make any amendment to the provisions of the Indenture relating to the transfer and legending of Notes; provided, however, that (a) compliance with the Indenture as so amended would not result in Notes being transferred in violation of the Securities Act or any other applicable securities law and (b) such amendment does not materially and adversely affect the rights of Holders to transfer Notes.

The consent of the Holders of the Notes is not necessary under the Indenture to approve the particular form of any proposed amendment. It is sufficient if such consent approves the substance of the proposed amendment.

After an amendment under the Indenture becomes effective, we are required to mail to holders of the Notes a notice briefly describing such amendment. However, the failure to give such notice to all holders of the Notes, or any defect therein, will not impair or affect the validity of the amendment.

Neither the Company nor any Affiliate of the Company may, directly or indirectly, pay or cause to be paid any consideration, whether by way of interest, fee or otherwise, to any Holder for or as an inducement to any

consent, waiver or amendment of any of the terms or provisions of the Indenture or the Notes unless such consideration is offered to all Holders and is paid to all Holders that so consent, waive or agree to amend in the time frame set forth in solicitation documents relating to such consent, waiver or agreement.

Transfer

The Notes will be issued in registered form and will be transferable only upon the surrender of the Notes being transferred for registration of transfer. We may require payment of a sum sufficient to cover any tax, assessment or other governmental charge payable in connection with certain transfers and exchanges.

Satisfaction and Discharge

When we (1) deliver to the Trustee all outstanding Notes for cancellation or (2) all outstanding Notes have become due and payable, whether at maturity or on a redemption date as a result of the mailing of notice of redemption, and, in the case of clause (2), we irrevocably deposit with the Trustee funds sufficient to pay at maturity or upon redemption all outstanding Notes, including interest thereon to maturity or such redemption date, and if in either case we pay all other sums payable under the Indenture by us, then the Indenture shall, subject to certain exceptions, cease to be of further effect.

Defeasance

At any time, we may terminate all our obligations under the Notes and the Indenture ("legal defeasance"), except for certain obligations, including those respecting the defeasance trust and obligations to register the transfer or exchange of the Notes, to replace mutilated, destroyed, lost or stolen Notes and to maintain a registrar (the "*Registrar*") and paying agent in respect of the Notes.

In addition, at any time we may terminate our obligations under "—Change of Control" and under the covenants described under "—Certain Covenants" (other than the covenant described under "—Merger and Consolidation"), the operation of the cross acceleration provision, the bankruptcy provisions with respect to Significant Subsidiaries and Guarantors and the judgment default provision described under "—Defaults" above and the limitation contained in clause (3) of the first paragraph under "—Certain Covenants—Merger and Consolidation" above ("covenant defeasance").

We may exercise our legal defeasance option notwithstanding our prior exercise of our covenant defeasance option. If we exercise our legal defeasance option, payment of the Notes may not be accelerated because of an Event of Default with respect thereto. If we exercise our covenant defeasance option, payment of the Notes may not be accelerated because of an Event of Default specified in clause (4), (5), (6) (with respect only to Significant Subsidiaries and Subsidiary Guarantors) or (7) under "—Defaults" above or because of the failure of the Company to comply with clause (3) of the first paragraph under "—Certain Covenants—Merger and Consolidation" above. If we exercise our legal defeasance option or our covenant defeasance option, each Guarantor will be released from all of its obligations with respect to its Guaranty.

In order to exercise either of our defeasance options, we must irrevocably deposit in trust (the "defeasance trust") with the Trustee money or U.S. Government Obligations for the payment of principal and interest on the Notes to redemption or maturity, as the case may be, and must comply with certain other conditions, including delivery to the Trustee of an Opinion of Counsel to the effect that holders of the Notes will not recognize income, gain or loss for Federal income tax purposes as a result of such deposit and defeasance and will be subject to Federal income tax on the same amounts and in the same manner and at the same times as would have been the case if such deposit and defeasance had not occurred (and, in the case of legal defeasance only, such Opinion of Counsel must be based on a ruling of the Internal Revenue Service or other change in applicable Federal income tax law).

Concerning the Trustee

U.S. Bank National Association is to be the Trustee under the Indenture We have appointed U.S. Bank National Association as Registrar and Paying Agent with regard to the Notes.

The Indenture contains certain limitations on the rights of the Trustee, should it become a creditor of the Company, to obtain payment of claims in certain cases, or to realize on certain property received in respect of any such claim as security or otherwise. The Trustee will be permitted to engage in other transactions; provided, however, if it acquires any conflicting interest it must either eliminate such conflict within 90 days, apply to the SEC for permission to continue or resign.

The Holders of a majority in principal amount of the outstanding Notes will have the right to direct the time, method and place of conducting any proceeding for exercising any remedy available to the Trustee, subject to certain exceptions. If an Event of Default occurs (and is not cured), the Trustee will be required, in the exercise of its power, to use the degree of care of a prudent man in the conduct of his own affairs. Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any Holder of Notes, unless such Holder shall have offered to the Trustee security and indemnity satisfactory to it against any loss, liability or expense and then only to the extent required by the terms of the Indenture.

No Personal Liability of Directors, Officers, Employees and Stockholders

No director, officer, employee, incorporator or stockholder of the Company or any Guarantor will have any liability for any obligations of the Company or any Guarantor under the Notes, any Guaranty or the Indenture or for any claim based on, in respect of, or by reason of such obligations or their creation (other than pursuant to any Guaranty). Each Holder of the Notes by accepting a Note waives and releases all such liability. The waiver and release are part of the consideration for issuance of the Notes. Such waiver and release may not be effective to waive liabilities under the U.S. Federal securities laws, and it is the view of the SEC that such a waiver is against public policy.

Governing Law

The Indenture and the Notes will be governed by, and construed in accordance with, the laws of the State of New York.

Certain Definitions

"*Additional Assets*" means.

(1) any property, plant or equipment or other assets or capital expenditures used in a Related Business or that replace the assets that were the subject of the Asset Disposition;

(2) the Capital Stock of a Person that becomes a Restricted Subsidiary as a result of the acquisition of such Capital Stock by the Company or another Restricted Subsidiary; or

(3) Capital Stock constituting a minority interest in any Person that at such time is a Restricted Subsidiary;

provided, however, that any such Restricted Subsidiary described in clause (2) or (3) above is primarily engaged in a Related Business or replaces the assets that were the subject of the Asset Disposition.

"*Affiliate*" of any specified Person means any other Person, directly or indirectly, controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, "*control*" when used with respect to any Person means the power to direct the management and policies of such

Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "*controlling*" and "*controlled*" have meanings correlative to the foregoing.

"*Applicable Premium*" means with respect to any Note on any applicable redemption date, the excess of: (a) the present value at such redemption date of (i) the redemption price at November 15, 2015 (such redemption price being set forth under the caption "*—Optional Redemption*") plus (ii) all required interest payments due on the Notes through November 15, 2015 (excluding accrued but unpaid interest to the date of redemption), computed using a discount rate equal to the Treasury Rate as of such redemption date plus 50 basis points; over (b) the then outstanding principal amount of the Notes.

"*Asset Disposition*" means any sale, lease, transfer or other voluntary disposition (or series of related sales, leases, transfers or dispositions) by the Company or any Restricted Subsidiary, including any disposition by means of a merger, consolidation or similar transaction (each referred to for the purposes of this definition as a "*disposition*"), of:

(1) any shares of Capital Stock of a Restricted Subsidiary (other than directors' qualifying shares or shares required by applicable law to be held by a Person other than the Company or a Restricted Subsidiary);

(2) all or substantially all the assets of any division or line of business of the Company or any Restricted Subsidiary; or

(3) any other assets of the Company or any Restricted Subsidiary outside of the ordinary course of business of the Company or such Restricted Subsidiary

other than, in the case of clauses (1), (2) and (3) above,

(A) a disposition by a Restricted Subsidiary to the Company or by the Company or a Restricted Subsidiary to a Restricted Subsidiary;

(B) for purposes of the covenant described under "*—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock*" only, (x) a disposition that constitutes a Restricted Payment (or would constitute a Restricted Payment but for the exclusions from the definition thereof, including the exclusion for Permitted Investments) and that is not prohibited by the covenant described under "*—Certain Covenants—Limitation on Restricted Payments*" and (y) a disposition of all or substantially all the assets of the Company in accordance with the covenant described under "*—Certain Covenants—Merger and Consolidation*" or any disposition that constitutes a Change of Control;

(C) a disposition of assets with a fair market value of less than $100.0 million;

(D) a disposition of cash or Temporary Cash Investments;

(E) the creation of a Lien (but not the sale or other disposition of the property subject to such Lien);

(F) a Hospital Swap;

(G) long-term leases of Hospitals to another Person; provided that the aggregate book value of the properties subject to such leases at any one time outstanding does not exceed 10.0% of the Total Assets at the time any such lease is entered into;

(H) a disposition of property no longer used or useful in the conduct of the business of the Company and its Restricted Subsidiaries;

(I) a disposition of Capital Stock, or Indebtedness or other securities of, an Unrestricted Subsidiary;

(J) foreclosures on assets or transfers by reason of eminent domain;

(K) a disposition of an account receivable in connection with the collection or compromise thereof; and

(L) any sale, disposition or creation of a Lien pursuant to a Qualified Receivables Transaction.

"*Attributable Debt*" in respect of a Sale/Leaseback Transaction means, as at the time of determination, the present value (discounted at the interest rate borne by the Notes, compounded annually) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale/ Leaseback Transaction (including any period for which such lease has been extended); provided, however, that if such Sale/ Leaseback Transaction results in a Capital Lease Obligation, the amount of Indebtedness represented thereby will be determined in accordance with the definition of "*Capital Lease Obligation*."

"*Average Life*" means, as of the date of determination, with respect to any Indebtedness, the quotient obtained by dividing:

(1) the sum of the products of the numbers of years from the date of determination to the dates of each successive scheduled principal payment of or redemption or similar payment with respect to such Indebtedness multiplied by the amount of such payment by

(2) the sum of all such payments.

"*Board of Directors*" means the Board of Directors of the Company or any committee thereof duly authorized to act on behalf of such Board.

"*Business Day*" means each day which is not a Legal Holiday.

"*Capital Lease Obligation*" means an obligation that is required to be classified and accounted for as a capital lease for financial reporting purposes in accordance with GAAP, and the amount of Indebtedness represented by such obligation shall be the capitalized amount of such obligation determined in accordance with GAAP; and the Stated Maturity thereof shall be the date of the last payment of rent or any other amount due under such lease prior to the first date upon which such lease may be terminated by the lessee without payment of a penalty. For purposes of the covenant described under "*—Certain Covenants—Limitation on Liens,*" a Capital Lease Obligation will be deemed to be secured by a Lien on the property being leased.

"*Capital Stock*" of any Person means any and all shares, interests (including partnership interests), rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any Preferred Stock, but excluding any debt securities convertible into such equity.

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

"*Consolidated Coverage Ratio*" as of any date of determination means the ratio of (x) the aggregate amount of EBITDA for the period of the most recent four consecutive fiscal quarters for which internal financial statements are available to (y) Consolidated Interest Expense for such four fiscal quarters; provided, however, that:

(1) if the Company or any Restricted Subsidiary has Incurred any Indebtedness since the beginning of such period that remains outstanding or if the transaction giving rise to the need to calculate the Consolidated Coverage Ratio is an Incurrence of Indebtedness, or both, EBITDA and Consolidated Interest Expense for such period shall be calculated after giving effect on a pro forma basis to such Indebtedness (but excluding any Indebtedness Incurred on or after such date of determination under paragraph (b) of the covenant described under "*—Limitation on Indebtedness*") as if such Indebtedness had been Incurred on the first day of such period;

(2) if the Company or any Restricted Subsidiary has repaid, repurchased, defeased or otherwise discharged any Indebtedness since the beginning of such period or if any Indebtedness is to be repaid,

repurchased, defeased or otherwise discharged (in each case other than Indebtedness Incurred under any revolving credit facility unless such Indebtedness has been permanently repaid and has not been replaced) on the date of the transaction giving rise to the need to calculate the Consolidated Coverage Ratio, EBITDA and Consolidated Interest Expense for such period shall be calculated on a pro forma basis as if such discharge had occurred on the first day of such period and as if the Company or such Restricted Subsidiary had not earned the interest income actually earned during such period in respect of cash or Temporary Cash Investments used to repay, repurchase, defease or otherwise discharge such Indebtedness;

(3) if since the beginning of such period the Company or any Restricted Subsidiary shall have made any Asset Disposition, EBITDA for such period shall be reduced by an amount equal to EBITDA (if positive) directly attributable to the assets which are the subject of such Asset Disposition for such period, or increased by an amount equal to EBITDA (if negative), directly attributable thereto for such period and Consolidated Interest Expense for such period shall be reduced by an amount equal to the Consolidated Interest Expense directly attributable to any Indebtedness of the Company or any Restricted Subsidiary repaid, repurchased, defeased or otherwise discharged with respect to the Company and its continuing Restricted Subsidiaries in connection with such Asset Disposition for such period (or, if the Capital Stock of any Restricted Subsidiary is sold, the Consolidated Interest Expense for such period directly attributable to the Indebtedness of such Restricted Subsidiary to the extent the Company and its continuing Restricted Subsidiaries are no longer liable for such Indebtedness after such sale);

(4) if since the beginning of such period the Company or any Restricted Subsidiary (by merger or otherwise) shall have made an Investment in any Restricted Subsidiary (or any Person which becomes a Restricted Subsidiary) or an acquisition of assets, including any acquisition of assets occurring in connection with a transaction requiring a calculation to be made hereunder, which constitutes all or substantially all of an operating unit of a business, EBITDA and Consolidated Interest Expense for such period shall be calculated after giving pro forma effect thereto (including the Incurrence of any Indebtedness) as if such Investment or acquisition had occurred on the first day of such period; and

(5) if since the beginning of such period any Person (that subsequently became a Restricted Subsidiary or was merged with or into the Company or any Restricted Subsidiary since the beginning of such period) shall have made any Asset Disposition, any Investment or acquisition of assets that would have required an adjustment pursuant to clause (3) or (4) above if made by the Company or a Restricted Subsidiary during such period, EBITDA and Consolidated Interest Expense for such period shall be calculated after giving pro forma effect thereto as if such Asset Disposition, Investment or acquisition had occurred on the first day of such period.

For purposes of this definition, whenever pro forma effect is to be given to an acquisition of assets, the amount of income or earnings relating thereto and the amount of Consolidated Interest Expense associated with any Indebtedness Incurred in connection therewith, the pro forma calculations shall be determined in good faith by a responsible financial or accounting Officer of the Company. If any Indebtedness bears a floating rate of interest and is being given pro forma effect, the interest on such Indebtedness shall be calculated as if the rate in effect on the date of determination had been the applicable rate for the entire period (taking into account any Interest Rate Agreement applicable to such Indebtedness if such Interest Rate Agreement has a remaining term in excess of 12 months). If any Indebtedness is incurred under a revolving credit facility and is being given pro forma effect, the interest on such Indebtedness shall be calculated based on the average daily balance of such Indebtedness for the four fiscal quarters subject to the pro forma calculation to the extent that such Indebtedness was incurred solely for working capital purposes.

"*Consolidated Interest Expense*" means, for any period, the total interest expense of the Company and its consolidated Restricted Subsidiaries, plus, to the extent not included in such total interest expense, and to the extent incurred by the Company or its Restricted Subsidiaries, without duplication (but excluding, in each case amortization of deferred financing fees, any loss on early extinguishment of Indebtedness and any fees related to a Qualified Receivables Transaction):

(1) interest expense attributable to Capital Lease Obligations;

(2) amortization of debt discount;

(3) capitalized interest;

(4) non-cash interest expense (other than imputed interest as a result of purchase accounting);

(5) commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing;

(6) net payments pursuant to Hedging Obligations;

(7) dividends paid in respect of all Disqualified Stock of the Company and all Preferred Stock of any Restricted Subsidiary, in each case, held by Persons other than the Company or a Wholly Owned Subsidiary (other than dividends payable solely in Capital Stock (other than Disqualified Stock) of the Company);

(8) interest incurred in connection with Investments in discontinued operations;

(9) interest accruing on any Indebtedness of any other Person to the extent such Indebtedness is Guaranteed by (or secured by the assets of) the Company or any Restricted Subsidiary; and

(10) the cash contributions to any employee stock ownership plan or similar trust to the extent such contributions are used by such plan or trust to pay interest or fees to any Person (other than the Company) in connection with Indebtedness Incurred by such plan or trust.

"*Consolidated Net Income*" means, for any period, the net income of the Company and its consolidated Subsidiaries; provided, however, that there shall not be included in such Consolidated Net Income:

(1) any net income of any Person (other than the Company) if such Person is not a Restricted Subsidiary, except that:

(A) subject to the exclusion contained in clause (4) below, the Company's equity in the net income of any such Person for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash actually distributed by such Person during such period to the Company or a Restricted Subsidiary as a dividend or other distribution (subject, in the case of a dividend or other distribution paid to a Restricted Subsidiary, to the limitations contained in clause (3) below); and

(B) the Company's equity in a net loss of any such Person for such period shall be included in determining such Consolidated Net Income to the extent actually funded with cash;

(2) any net income (or loss) of any Person acquired by the Company or a Subsidiary in a pooling of interests transaction (or any transaction accounted for in a manner similar to a pooling of interests) for any period prior to the date of such acquisition;

(3) any net income of any Restricted Subsidiary if such Restricted Subsidiary is subject to restrictions, directly or indirectly, on the payment of dividends or the making of distributions by such Restricted Subsidiary, directly or indirectly, to the Company, except that:

(A) subject to the exclusion contained in clause (4) below, the Company's equity in the net income of any such Restricted Subsidiary for such period shall be included in such Consolidated Net Income up to the aggregate amount of cash that could have been distributed by such Restricted Subsidiary during such period to the Company or another Restricted Subsidiary as a dividend or other

distribution (subject, in the case of a dividend or other distribution paid to another Restricted Subsidiary, to the limitation contained in this clause); and

(B) the Company's equity in a net loss of any such Restricted Subsidiary for such period shall be included in determining such Consolidated Net Income to the extent actually funded in cash;

(4) any gain (or loss) realized upon the sale or other disposition of any assets of the Company, its consolidated Subsidiaries or any other Person (including pursuant to any sale-and-leaseback arrangement) which is not sold or otherwise disposed of in the ordinary course of business and any gain (or loss) realized upon the sale or other disposition of any Capital Stock of any Person;

(5) extraordinary, unusual or nonrecurring gains, losses, costs, charges or expenses (including severance, relocation, transition and other restructuring costs and litigation settlements or losses);

(6) the cumulative effect of a change in accounting principles;

(7) non-cash compensation charges, including any such charges arising from stock options, restricted stock grants or other equity-incentive programs;

(8) any net after-tax gains or losses and all fees and expenses or charges relating thereto attributable to the early extinguishment of Indebtedness;

(9) the effect of any non-cash items resulting from any amortization, write-up, write-down or write-off of assets (including intangible assets, goodwill and deferred financing costs in connection with the Transactions or any future acquisition, disposition, merger, consolidation or similar transaction or any other non-cash impairment charges incurred subsequent to the Issue Date resulting from the application at SFAS Nos. 141, 142 or 144 (excluding any such non-cash item to the extent that it represents an accrual of or reserve for cash expenditures in any future period except to the extent such item is subsequently reversed);

(10) any net gain or loss resulting from Hedging Obligations (including pursuant to the application of SFAS No. 133); and

(11) any net after-tax income or loss from discontinued operations and any net after-tax gains or losses on disposal of discontinued operations;

in each case, for such period. Notwithstanding the foregoing, for the purposes of the covenant described under "*Certain Covenants—Limitation on Restricted Payments*" only, there shall be excluded from Consolidated Net Income any repurchases, repayments or redemptions of Investments, proceeds realized on the sale of Investments or return of capital to the Company or a Restricted Subsidiary to the extent such repurchases, repayments, redemptions, proceeds or returns increase the amount of Restricted Payments permitted under such covenant pursuant to clause (a)(3)(D) thereof.

"*Contingent Obligations*" means, with respect to any Person, any obligation of such Person guaranteeing any leases or other obligations that do not constitute Indebtedness ("*primary obligations*") of any other Person (the "*primary obligor*") in any manner, whether directly or indirectly, including any obligation of such Person, whether or not contingent, (i) to purchase any such primary obligation or any property constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of any such primary obligation or (B) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor or (iii) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation against loss in respect thereof.

"*Credit Agreement*" means the Credit Agreement, originally dated as of July 25, 2007, by and among, Parent, the Company, certain of its Subsidiaries identified therein as guarantors, the lenders from time to time party thereto, Credit Suisse, as Administrative Agent and collateral agent, together with the related documents thereto (including the term loans and revolving loans thereunder, any letters of credit and reimbursement

obligations related thereto, any guarantees and security documents), as amended, extended, renewed, restated, refunded, replaced, refinanced, supplemented, modified or otherwise changed (in whole or in part, and without limitation as to amount, terms, conditions, covenants and other provisions) from time to time, and any one or more other agreements (and related documents) governing Indebtedness, including indentures, incurred to Refinance, substitute, supplement, replace or add to (including increasing the amount available for borrowing or adding or removing any Person as a borrower, issuer or guarantor thereunder), in whole or in part, the borrowings and commitments then outstanding or permitted to be outstanding under such Credit Agreement or one or more successors to the Credit Agreement or one or more new credit agreements.

"*Credit Facilities*" means one or more debt facilities (including the Credit Agreement and indentures or debt securities) or commercial paper facilities, in each case with banks or other institutional lenders or investors providing for revolving credit loans, term debt, receivables financing (including through the sale of receivables to such lenders or to special purpose entities formed to borrow from such lenders against such receivables), debt securities or letters of credit, in each case, as amended, restated, modified, renewed, refunded, replaced or refinanced in whole or in part from time to time, including any refunding, replacement or refinancing thereof through the issuance of debt securities.

"*Currency Agreement*" means any foreign exchange contract, currency swap agreement or other similar agreement with respect to currency values.

"*Default*" means any event which is, or after notice or passage of time or both would be, an Event of Default.

"*Designated Noncash Consideration*" means the fair market value of noncash consideration received by the Company or one of its Restricted Subsidiaries in connection with an Asset Disposition that is designated as Designated Noncash Consideration pursuant to an Officers' Certificate setting forth the basis of such valuation, less the amount of cash or cash equivalents received in connection with a subsequent sale, redemption or payment of, on or with respect to such Designated Noncash Consideration.

"*Disqualified Stock*" means, with respect to any Person, any Capital Stock which by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable at the option of the holder) or upon the happening of any event:

(1) matures or is mandatorily redeemable (other than redeemable only for Capital Stock of such Person which is not itself Disqualified Stock) pursuant to a sinking fund obligation or otherwise;

(2) is convertible or exchangeable at the option of the holder for Indebtedness or Disqualified Stock; or

(3) is mandatorily redeemable or must be purchased upon the occurrence of certain events or otherwise, in whole or in part;

in each case on or prior to the date which is 91 days after the Stated Maturity of the Notes; provided, however, that any Capital Stock that would not constitute Disqualified Stock but for provisions thereof giving holders thereof the right to require such Person to purchase or redeem such Capital Stock upon the occurrence of an "*asset sale*" or "*change of control*" shall not constitute Disqualified Stock if:

(1) the "*asset sale*" or "*change of control*" provisions applicable to such Capital Stock are not more favorable in terms of price to the holders of such Capital Stock than the terms applicable to the Notes and described under "*—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock*" and "*—Change of Control*"; and

(2) any such requirement only becomes operative after compliance with such terms applicable to the Notes, including the purchase of any Notes tendered pursuant thereto.

The amount of any Disqualified Stock that does not have a fixed redemption, repayment or repurchase price will be calculated in accordance with the terms of such Disqualified Stock as if such Disqualified Stock were

redeemed, repaid or repurchased on any date on which the amount of such Disqualified Stock is to be determined pursuant to the Indenture; provided, however, that if such Disqualified Stock could not be required to be redeemed, repaid or repurchased at the time of such determination, the redemption, repayment or repurchase price will be the book value of such Disqualified Stock as reflected in the most recent financial statements of such Person.

"*Domestic Restricted Subsidiary*" means any Restricted Subsidiary other than a Foreign Subsidiary.

"*EBITDA*" for any period means the sum of Consolidated Net Income, plus the following to the extent deducted in calculating such Consolidated Net Income:

(1) all income tax expense of the Company and its consolidated Restricted Subsidiaries;

(2) Consolidated Interest Expense;

(3) depreciation and amortization expense of the Company and its consolidated Restricted Subsidiaries (excluding amortization expense attributable to a prepaid item that was paid in cash in a prior period);

(4) all other non-cash charges of the Company and its consolidated Restricted Subsidiaries (excluding any such non-cash charge to the extent that it represents an accrual of or reserve for cash expenditures in any future period) less all non-cash items of income of the Company and its consolidated Restricted Subsidiaries (other than accruals of revenue by the Company and its consolidated Restricted Subsidiaries in the ordinary course of business); and

(5) fees related to a Qualified Receivables Transaction;

in each case for such period. Notwithstanding the foregoing, the provision for taxes based on the income or profits of, and the depreciation and amortization and non-cash charges of, a Restricted Subsidiary shall be added to Consolidated Net Income to compute EBITDA only to the extent (and in the same proportion, including by reason of minority interests) that the net income or loss of such Restricted Subsidiary was included in calculating Consolidated Net Income and only if a corresponding amount would be permitted at the date of determination to be dividended to the Company by such Restricted Subsidiary without prior approval (that has not been obtained), pursuant to the terms of its charter and all agreements, instruments, judgments, decrees, orders, statutes, rules and governmental regulations applicable to such Restricted Subsidiary or its stockholders.

"*Exchange Act*" means the U.S. Securities Exchange Act of 1934, as amended.

"*Exchange Notes*" means the debt securities of the Company issued pursuant to the Indenture in exchange for, and in an aggregate principal amount equal to, the Old Notes, in compliance with the terms of the Registration Rights Agreements.

"*Foreign Subsidiary*" means any Restricted Subsidiary of the Company that is not organized under the laws of the United States of America or any State thereof or the District of Columbia or any Subsidiary of such Person.

"*GAAP*" means generally accepted accounting principles in the United States of America as in effect as of the Issue Date, including those set forth in:

(1) the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants;

(2) statements and pronouncements of the Financial Accounting Standards Board; and

(3) such other statements by such other entity as approved by a significant segment of the accounting profession.

"*Guarantee*" means any obligation, contingent or otherwise, of any Person directly or indirectly guaranteeing any Indebtedness of any Person and any obligation, direct or indirect, contingent or otherwise, of such Person:

(1) to purchase or pay (or advance or supply funds for the purchase or payment of) such Indebtedness of such Person (whether arising by virtue of partnership arrangements, or by agreements to keep-well, to purchase assets, goods, securities or services, to take-or-pay or to maintain financial statement conditions or otherwise); or

(2) entered into for the purpose of assuring in any other manner the obligee of such Indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part);

provided, however, that the term "*Guarantee*" shall not include endorsements for collection or deposit in the ordinary course of business. The term "*Guarantee*" used as a verb has a corresponding meaning.

"*Guarantor*" means Parent and each Subsidiary Guarantor, as applicable.

"*Guaranty*" means the Parent Guaranty and each Subsidiary Guaranty, as applicable.

"*Guaranty Agreement*" means a supplemental indenture, in a form reasonably satisfactory to the Trustee, pursuant to which a Subsidiary Guarantor or a successor to Parent guarantees the Company's obligations with respect to the Notes on the terms provided for in the Indenture.

"*Hedging Obligations*" of any Person means the obligations of such Person pursuant to any Interest Rate Agreement or Currency Agreement or agreement intended to hedge against fluctuations in commodity prices.

"*Holder*" or "*Noteholder*" means the Person in whose name a Note is registered on the Registrar's books.

"*Hospital*" means a hospital, outpatient clinic, outpatient surgical center, long-term care facility, medical office building or other facility or business that is used or useful in or related to the provision of healthcare services.

"*Hospital Swap*" means an exchange of assets and, to the extent necessary to equalize the value of the assets being exchanged, cash by the Company or a Restricted Subsidiary for one or more Hospitals and/or one or more Related Businesses, or for 100% of the Capital Stock of any Person owning or operating one or more Hospitals and/or one or more Related Businesses; provided that cash does not exceed 30% of the sum of the amount of the cash and the fair market value of the Capital Stock or assets received or given by the Company or a Restricted Subsidiary in such transaction. Notwithstanding the foregoing, the Company and its Restricted Subsidiaries may consummate two Hospital Swaps in any 12-month period without regard to the requirements of the proviso in the previous sentence.

"*Incur*" means issue, assume, Guarantee, incur or otherwise become liable for; provided, however, that any Indebtedness of a Person existing at the time such Person becomes a Restricted Subsidiary (whether by merger, consolidation, acquisition or otherwise) shall be deemed to be Incurred by such Person at the time it becomes a Restricted Subsidiary. The term "*Incurrence*" when used as a noun shall have a correlative meaning. Solely for purposes of determining compliance with "*—Certain Covenants—Limitation on Indebtedness*" and "*—Certain Covenants—Limitation on Liens*":

(1) amortization of debt discount or the accretion of principal with respect to a non-interest bearing or other discount security;

(2) the payment of regularly scheduled interest in the form of additional Indebtedness of the same instrument or the payment of regularly scheduled dividends on Capital Stock in the form of additional Capital Stock of the same class and with the same terms; and

(3) the obligation to pay a premium in respect of Indebtedness arising in connection with the issuance of a notice of redemption or the making of a mandatory offer to purchase such Indebtedness will not be deemed to be the Incurrence of Indebtedness or Liens.

"*Indebtedness*" means, with respect to any Person on any date of determination (without duplication):

(1) the principal in respect of (A) indebtedness of such Person for money borrowed and (B) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which such Person is responsible or liable;

(2) all Capital Lease Obligations of such Person and all Attributable Debt in respect of Sale/ Leaseback Transactions entered into by such Person;

(3) all obligations of such Person issued or assumed as the deferred purchase price of property, all conditional sale obligations of such Person and all obligations of such Person under any title retention agreement (but excluding any accounts payable or other liability to trade creditors arising in the ordinary course of business);

(4) all obligations of such Person for the reimbursement of any obligor on any letter of credit, bankers' acceptance or similar credit transaction (other than obligations with respect to letters of credit securing obligations (other than obligations described in clauses (1) through (3) above) entered into in the ordinary course of business of such Person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the tenth Business Day following payment on the letter of credit);

(5) the amount of all obligations of such Person with respect to the redemption, repayment or other repurchase of any Disqualified Stock of such Person or, with respect to any Preferred Stock of any Subsidiary of such Person, the principal amount of such Preferred Stock to be determined in accordance with the Indenture (but excluding, in each case, any accrued dividends);

(6) all obligations of the type referred to in clauses (1) through (5) of other Persons and all dividends of other Persons for the payment of which, in either case, such Person is responsible or liable, directly or indirectly, as obligor, guarantor or otherwise, including by means of any Guarantee;

(7) all obligations of the type referred to in clauses (1) through (6) of other Persons secured by any Lien on any property or asset of such Person (whether or not such obligation is assumed by such Person), the amount of such obligation being deemed to be the lesser of the fair market value of such property or assets and the amount of the obligation so secured; and

(8) to the extent not otherwise included in this definition, Hedging Obligations of such Person.

Notwithstanding the foregoing, (A) in connection with the purchase by the Company or any Restricted Subsidiary of any business, the term "*Indebtedness*" will exclude post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; provided, however, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 30 days thereafter and (B) the term "*Indebtedness*" will exclude Contingent Obligations Incurred in the ordinary course of business and not in respect of Indebtedness.

The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above; provided, however, that in the case of Indebtedness sold at a discount, the amount of such Indebtedness at any time will be the accreted value thereof at such time

"*Independent Qualified Party*" means an investment banking firm, accounting firm or appraisal firm of national standing; provided, however, that such firm is not an Affiliate of the Company.

"*Interest Rate Agreement*" means any interest rate swap agreement, interest rate cap agreement or other financial agreement or arrangement with respect to exposure to interest rates.

"*Investment*" in any Person means any direct or indirect advance, loan (other than advances to customers in the ordinary course of business that are recorded as accounts receivable on the balance sheet of the lender) or other extensions of credit (including by way of Guarantee or similar arrangement) or capital contribution to (by means of any transfer of cash or other property to others or any payment for property or services for the account or use of others), or any purchase or acquisition of Capital Stock, Indebtedness or other similar instruments issued by such Person, in each case by any other Person. If the Company or any Restricted Subsidiary issues, sells or otherwise disposes of any Capital Stock of a Person that is a Restricted Subsidiary such that, after giving effect thereto, such Person is no longer a Restricted Subsidiary, any Investment by the Company or any Restricted Subsidiary in such Person remaining after giving effect thereto will be deemed to be a new Investment at such time. The acquisition by the Company or any Restricted Subsidiary of a Person that holds an Investment in a third Person will be deemed to be an Investment by the Company or such Restricted Subsidiary in such third Person at such time. Except as otherwise provided for herein, the amount of an Investment shall be its fair market value at the time the Investment is made and without giving effect to subsequent changes in value.

For purposes of the definition of "*Unrestricted Subsidiary,*" the definition of "*Restricted Payment*" and the covenant described under "*—Certain Covenants—Limitation on Restricted Payments*":

(1) "*Investment*" shall include the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of any Subsidiary of the Company at the time that such Subsidiary is designated an Unrestricted Subsidiary; provided, however, that upon a redesignation of such Subsidiary as a Restricted Subsidiary, the Company shall be deemed to continue to have a permanent "*Investment*" in an Unrestricted Subsidiary equal to an amount (if positive) equal to (A) the Company's "*Investment*" in such Subsidiary at the time of such redesignation less (B) the portion (proportionate to the Company's equity interest in such Subsidiary) of the fair market value of the net assets of such Subsidiary at the time of such redesignation; and

(2) any property transferred to or from an Unrestricted Subsidiary shall be valued at its fair market value at the time of such transfer, in each case as determined in good faith by the Board of Directors.

"*Investment Grade Status*" shall occur when the Notes receive both of the following:

(1) a rating of "*BBB-*" or higher from S&P; and

(2) a rating of "*Baa3*" or higher from Moody's;

or the equivalent of such rating by either such rating organization or, if no rating of Moody's or S&P then exists, the equivalent of such rating by any other Nationally Recognized Statistical Rating Organization.

"*Initial Purchasers*" means Credit Suisse Securities (USA) LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated, Citigroup Global Markets Inc., J.P. Morgan Securities LLC, Wells Fargo Securities, LLC, Credit Agricole Securities (USA) Inc., Goldman, Sachs & Co., Morgan Stanley & Co. LLC, RBC Capital Markets, LLC, Scotia Capital (USA) Inc., Wells Fargo Securities, LLC, Deutsche Bank Securities Inc., Fifth Third Securities, Inc., Banco Bilbao Vizcaya Argentaria, S.A., Mitsubishi UFJ Securities (USA), Inc. and SunTrust Robinson Humphrey, Inc. (each an "*Initial Purchaser*").

"*Issue Date*" means November 22, 2011.

"*Legal Holiday*" means a Saturday, a Sunday or a day on which banking institutions are not required to be open in the State of New York.

"*Lien*" means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof).

"*Moody's*" means Moody's Investors Service, Inc. or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*Nationally Recognized Statistical Rating Organization*" means a nationally recognized statistical rating organization within the meaning of Rule 436 under the Securities Act.

"*Net Available Cash*" from an Asset Disposition means cash payments received therefrom (including any cash payments received by way of deferred payment of principal pursuant to a note or installment receivable or otherwise and proceeds from the sale or other disposition of any securities received as consideration, but only as and when received, but excluding any other consideration received in the form of assumption by the acquiring Person of Indebtedness or other obligations relating to such properties or assets or received in any other non-cash form), in each case net of:

(1) all legal, title and recording tax expenses, commissions and other fees and expenses incurred, and all Federal, state, provincial, foreign and local taxes required to be accrued as a liability under GAAP, as a consequence of such Asset Disposition;

(2) all payments made on any Indebtedness which is secured by any assets subject to such Asset Disposition, in accordance with the terms of any Lien upon or other security agreement of any kind with respect to such assets, or which must by its terms, or in order to obtain a necessary consent to such Asset Disposition, or by applicable law, be repaid out of the proceeds from such Asset Disposition;

(3) all distributions and other payments required to be made to minority interest holders in Restricted Subsidiaries as a result of such Asset Disposition;

(4) the deduction of appropriate amounts provided by the seller as a reserve, in accordance with GAAP, against any liabilities associated with the property or other assets disposed in such Asset Disposition and retained by the Company or any Restricted Subsidiary after such Asset Disposition; and

(5) any portion of the purchase price from an Asset Disposition placed in escrow, whether as a reserve for adjustment of the purchase price, for satisfaction of indemnities in respect of such Asset Disposition or otherwise in connection with that Asset Disposition; provided, however, that upon the termination of that escrow, Net Available Cash will be increased by any portion of funds in the escrow that are released to the Company or any Restricted Subsidiary.

"*Net Cash Proceeds,*" with respect to any issuance or sale of Capital Stock or Indebtedness, means the cash proceeds of such issuance or sale net of attorneys' fees, accountants' fees, underwriters' or placement agents' fees, discounts or commissions and brokerage, consultant and other fees actually incurred in connection with such issuance or sale and net of taxes paid or payable as a result thereof.

"*Non-Recourse Indebtedness*" of a Person means Indebtedness:

(1) as to which neither the Company nor any Subsidiary Guarantor:

(a) provides credit support of any kind (including any undertaking, agreement or instrument that would constitute Indebtedness);

(b) is directly or indirectly liable as a guarantor or otherwise; or (c) constitutes the lender; and

(2) no default with respect to which would permit upon notice, lapse of time or both any holder of any other Indebtedness of the Company or any Subsidiary Guarantor to declare a default on such other Indebtedness or cause the payment thereof to be accelerated or payable prior to its stated maturity.

"*Obligations*" means, with respect to any Indebtedness, all obligations for principal, premium, interest, penalties, fees, indemnifications, reimbursements and other amounts payable pursuant to the documentation governing such Indebtedness.

"*Officer*" means the Chairman of the Board, the President, any Vice President, the Treasurer or the Secretary of the Company.

"*Officers' Certificate*" means a certificate signed by two Officers.

"*Opinion of Counsel*" means a written opinion from legal counsel who is acceptable to the Trustee. The counsel may be an employee of or counsel to the Company or the Trustee.

"*Parent*" means Community Health Systems, Inc., a Delaware corporation, and its successors or any other direct or indirect parent of the Company.

"*Parent Board*" means the Board of Directors of Parent or any committee thereof duly authorized to act on behalf of such Board.

"*Parent Guaranty*" means the Guarantee by Parent of the Company's obligations with respect to the Notes.

"*Permitted Investment*" means an Investment by the Company or any Restricted Subsidiary in:

(1) the Company, a Restricted Subsidiary or a Person that will, upon the making of such Investment, become a Restricted Subsidiary;

(2) another Person if, as a result of such Investment, such other Person is merged or consolidated with or into, or transfers or conveys all or substantially all its assets to, the Company or a Restricted Subsidiary;

(3) cash and Temporary Cash Investments;

(4) receivables owing to the Company or any Restricted Subsidiary if created or acquired in the ordinary course of business and payable or dischargeable in accordance with customary trade terms; provided, however, that such trade terms may include such concessionary trade terms as the Company or any such Restricted Subsidiary deems reasonable under the circumstances;

(5) payroll, travel and similar advances to cover matters that are expected at the time of such advances ultimately to be treated as expenses for accounting purposes and that are made in the ordinary course of business;

(6) loans or advances to employees made in the ordinary course of business consistent with past practices of the Company or such Restricted Subsidiary, but in any event not to exceed $25 0 million in the aggregate outstanding at any one time;

(7) stock, obligations or securities received in settlement of debts created in the ordinary course of business and owing to the Company or any Restricted Subsidiary or in satisfaction of judgments;

(8) any Person to the extent such Investment represents the non-cash portion of the consideration received for (i) an Asset Disposition as permitted pursuant to the covenant described under "*—Certain Covenants—Limitation on Sales of Assets and Subsidiary Stock*" or (ii) a disposition of assets not constituting an Asset Disposition;

(9) any Person where such Investment was acquired by the Company or any of its Restricted Subsidiaries (a) in exchange for any other Investment or accounts receivable held by the Company or any such Restricted Subsidiary in connection with or as a result of a bankruptcy, workout, reorganization or recapitalization of the issuer of such other Investment or accounts receivable or (b) as a result of a

foreclosure by the Company or any of its Restricted Subsidiaries with respect to any secured Investment or other transfer of title with respect to any secured Investment in default;

(10) any Person to the extent such Investments consist of prepaid expenses, negotiable instruments held for collection and lease, utility and workers' compensation, performance and other similar deposits made in the ordinary course of business by the Company or any Restricted Subsidiary;

(11) any Person to the extent such Investments consist of Hedging Obligations otherwise permitted under the covenant described under "—*Certain Covenants—Limitation on Indebtedness*";

(12) any Person to the extent such Investment exists on the Issue Date, and any extension, modification or renewal of any such Investments existing on the Issue Date, but only to the extent not involving additional advances, contributions or other Investments of cash or other assets or other increases thereof (other than as a result of the accrual or accretion of interest or original issue discount or the issuance of pay-in-kind securities, in each case, pursuant to the terms of such Investment as in effect on the Issue Date);

(13) (a) any Investment in any captive insurance subsidiary in existence on the Issue Date or (b) in the event the Company or a Restricted Subsidiary shall establish a Subsidiary for the purpose of insuring the healthcare business or facilities owned or operated by the Company, any Subsidiary or any physician employed by or on the medical staff of any such business or facility (the "*Insurance Subsidiary*"), Investments in an amount that do not exceed 125% of the minimum amount of capital required under the laws of the jurisdiction in which the Insurance Subsidiary is formed (other than any excess capital that would result in any unfavorable tax or reimbursement impact if distributed), and any Investment by such Insurance Subsidiary that is a legal investment for an insurance company under the laws of the jurisdiction in which the Insurance Subsidiary is formed and made in the ordinary course of business and rated in one of the four highest rating categories;

(14) Physician Support Obligations incurred by the Company or any Restricted Subsidiary;

(15) Investments made in connection with Hospital Swaps;

(16) any Investment in a Receivables Subsidiary or other Person, pursuant to the terms and conditions of a Qualified Receivables Transaction;

(17) Investments the payment for which consists of Capital Stock of the Company or Parent (other than Disqualified Stock);

(18) the Incurrence of Guarantees of Indebtedness not prohibited by the covenant described under "—*Limitation on Indebtedness*" and performance guarantees;

(19) Investments consisting of earnest money deposits required in connection with a purchase agreement or other acquisition; and

(20) Persons to the extent such Investments, when taken together with all other Investments made pursuant to this clause (20) and outstanding on the date such Investment is made, do not exceed 5.0% of the Total Assets (with the fair market value of each Investment being measured at the time made and without giving effect to subsequent changes in value); provided, however, that if such Investment is in Capital Stock of a Person that subsequently becomes a Restricted Subsidiary, such Investment shall thereafter be deemed permitted under clause (1) above and shall not be included as having been made pursuant to this clause (20).

"*Permitted Liens*" means, with respect to any Person:

(1) pledges or deposits by such Person under worker's compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or United States government bonds to secure surety or appeal bonds to which such Person is a party, or deposits as security for contested taxes or import duties or for the payment of rent, in each case Incurred in the ordinary course of business;

(2) Liens imposed by law, such as carriers', warehousemen's and mechanics' Liens, in each case for sums not yet overdue for a period of more than 30 days or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review and Liens arising solely by virtue of any statutory or common law provision relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution; provided, however, that (A) such deposit account is not a dedicated cash collateral account and is not subject to restrictions against access by the Company in excess of those set forth by regulations promulgated by the Federal Reserve Board and (B) such deposit account is not intended by the Company or any Restricted Subsidiary to provide collateral to the depository institution;

(3) Liens for taxes, assessments or other governmental charges not yet overdue for a period of more than 30 days or payable or subject to penalties for non-payment or which are being contested in good faith by appropriate proceedings;

(4) Liens in favor of issuers of surety bonds or letters of credit issued pursuant to the request of and for the account of such Person in the ordinary course of its business; provided, however, that such letters of credit do not constitute Indebtedness;

(5) minor survey exceptions, minor encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which were not Incurred in connection with Indebtedness and which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(6) Liens securing Indebtedness Incurred to finance the construction, purchase or lease of, or repairs, improvements or additions to, property, plant or equipment of such Person; provided, however, that the Lien may not extend to any other property owned by such Person or any of its Restricted Subsidiaries at the time the Lien is Incurred (other than assets and property affixed or appurtenant thereto), and the Indebtedness (other than any interest thereon) secured by the Lien may not be Incurred more than 180 days after the later of the acquisition, completion of construction, repair, improvement, addition or commencement of full operation of the property subject to the Lien;

(7) Liens to secure Indebtedness permitted under the provisions described in clause (b)(1) and (b)(16) under "*—Certain Covenants—Limitation on Indebtedness*";

(8) Liens existing on the Issue Date;

(9) Liens on property or shares of Capital Stock of another Person at the time such other Person becomes a Subsidiary of such Person; provided, however, that the Liens may not extend to any other property owned by such Person or any of its Restricted Subsidiaries (other than assets and property affixed or appurtenant thereto);

(10) Liens on property at the time such Person or any of its Subsidiaries acquires the property, including any acquisition by means of a merger or consolidation with or into such Person or a Subsidiary of such Person; provided, however, that the Liens may not extend to any other property owned by such Person or any of its Restricted Subsidiaries (other than assets and property affixed or appurtenant thereto);

(11) Liens securing Indebtedness or other obligations of a Subsidiary of such Person owing to such Person or a Restricted Subsidiary of such Person;

(12) Liens securing Hedging Obligations so long as such Hedging Obligations are permitted to be Incurred under the Indenture;

(13) Liens to secure any Refinancing (or successive Refinancings) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clause (6), (8), (9), (10) or (15); provided, however, that:

(A) such new Lien shall be limited to all or part of the same property and assets that secured or, under the written agreements pursuant to which the original Lien arose, could secure the original Lien (plus improvements and accessions to, such property or proceeds or distributions thereof); and

(B) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of (x) the outstanding principal amount or, if greater, committed amount of the Indebtedness described under clause (6), (8), (9), (10) or (15) at the time the original Lien became a Permitted Lien and (y) an amount necessary to pay any fees and expenses, including premiums, related to such refinancing, refunding, extension, renewal or replacement;

(14) Liens on assets of a Receivables Subsidiary and other customary Liens established pursuant to a Qualified Receivables Transaction; and

(15) Liens established to secure Obligations in respect of any Indebtedness permitted to be incurred pursuant to the covenant described under "*—Certain Covenants—Limitation on Indebtedness*"; provided, however, that at the time of Incurrence and after giving pro forma effect thereto, the ratio of (x) the aggregate amount of Secured Indebtedness as of such date of determination to (y) EBITDA (determined on a pro forma basis consistent with the calculation of Consolidated Coverage Ratio) for the most recent four consecutive fiscal quarters for which internal financial statements are available would be less than 4 0 to 1.0.

Notwithstanding the foregoing, "*Permitted Liens*" will not include any Lien described in clause (9) or (10) above to the extent such Lien applies to any Additional Assets acquired directly or indirectly from Net Available Cash pursuant to the covenant described under "*—Certain Covenants—Limitation on Sale of Assets and Subsidiary Stock.*" For purposes of this definition, the term "*Indebtedness*" shall be deemed to include interest on such Indebtedness.

"*Person*" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other entity.

"*Physician Support Obligation*" means:

(1) a loan to or on behalf of, or a Guarantee of Indebtedness of or income of, a physician or healthcare professional providing service to patients in the service area of a Hospital operated by the Company or any of its Restricted Subsidiaries made or given by the Company or any Subsidiary of the Company:

(A) in the ordinary course of its business; and

(B) pursuant to a written agreement having a period not to exceed five years; or

(2) Guarantees by the Company or any Restricted Subsidiary of leases and loans to acquire property (real or personal) for or on behalf of a physician or healthcare professional providing service to patients in the service area of a Hospital operated by the Company or any of its Restricted Subsidiaries.

"*Preferred Stock,*" as applied to the Capital Stock of any Person, means Capital Stock of any class or classes (however designated) which is preferred as to the payment of dividends or distributions, or as to the distribution of assets upon any voluntary or involuntary liquidation or dissolution of such Person, over shares of Capital Stock of any other class of such Person.

"*principal*" of a Note means the principal of the Note plus the premium, if any, payable on the Note which is due or overdue or is to become due at the relevant time.

"*Public Equity Offering*" means an underwritten primary public offering of common stock of Parent or the Company for cash pursuant to an effective registration statement under the Securities Act.

"*Purchase Money Indebtedness*" means Indebtedness (including Capital Lease Obligations) Incurred to finance the acquisition by the Company or a Restricted Subsidiary of equipment or property that is used or useful in a Related Business (whether through the direct purchase of such asset or the purchase of Capital Stock of any Person owning such asset), including additions and improvements; provided, however, that any Lien arising in connection with any such Indebtedness shall be limited to the specific asset being financed or, in the case of real property or fixtures, including additions and improvements, the real property on which such asset is attached; provided further, however, that such Indebtedness is Incurred within 180 days after such acquisition of such assets.

"*Qualified Receivables Transaction*" means any transaction or series of transactions that may be entered into by the Company or any Restricted Subsidiary pursuant to which the Company or any Restricted Subsidiary may sell, convey or otherwise transfer pursuant to customary terms to (1) a Receivables Subsidiary (in the case of a transfer by the Company or any Restricted Subsidiary) and (2) any other Person (in the case of a transfer by a Receivables Subsidiary), or grants a security interest in, any accounts receivable (whether now existing or arising in the future) of the Company or any of its Restricted Subsidiaries, and any assets related thereto, including all collateral securing such accounts receivable, all contracts and all guarantees or other obligations in respect of such accounts receivable, proceeds of such accounts receivable and other assets that are customarily transferred or in respect of which security interests are customarily granted in connection with asset securitization transactions involving accounts receivable.

"*Rating Agency*" means S&P and Moody's or if S&P, Moody's or both shall not make a rating on the Notes publicly available, a Nationally Recognized Statistical Rating Organization or organizations, as the case may be, selected by the Company (as certified by a resolution of the Board of Directors) which shall be substituted for S&P, Moody's or both, as the case may be.

"*Receivables Subsidiary*" means any special purpose Wholly Owned Subsidiary of the Company that acquires accounts receivable generated by the Company or any of its Subsidiaries and that engages in no operations or activities other than those related to a Qualified Receivables Transaction; provided that, except pursuant to Standard Securitization Undertakings, (a) no portion of the obligations (contingent or otherwise) of which is recourse to or obligates the Company or any of its Restricted Subsidiaries in any way, (b) with which neither the Company nor any of its Restricted Subsidiaries has any contract, agreement, arrangement or understanding other than on terms no less favorable to the Company or such Restricted Subsidiary than those that might be obtained at the time from Persons who are not Affiliates of the Company and (c) to which neither the Company nor any of its Restricted Subsidiaries has any obligation to maintain or preserve such Receivables Subsidiary's financial condition or cause such Receivables Subsidiary to achieve certain levels of operating results.

"*Receivables Transaction Amount*" means, with respect to any Qualified Receivables Transaction, (a) in the case of any securitization, the amount of obligations outstanding under the legal documents entered into as part of such Qualified Receivables Transaction on any date of determination that would be characterized as principal if such Qualified Receivables Transaction were structured as a secured lending transaction rather than as a purchase and (b) in the case of any other sale or factoring of accounts receivable, the cash purchase price paid by the buyer in connection with its purchase of such accounts receivable (including any bills of exchange) less the amount of collections received in respect of such accounts receivable and paid to such buyer, excluding any amounts applied to purchase fees or discount or in the nature of interest, in each case as determined in good faith and in a consistent and commercially reasonable manner by the Company.

"*Refinance*" means, in respect of any Indebtedness, to refinance, extend, renew, refund, repay, prepay, purchase, redeem, defease or retire, or to issue other Indebtedness in exchange or replacement for, such Indebtedness.

"*Refinanced*" and "*Refinancing*" shall have correlative meanings.

"*Refinancing Indebtedness*" means Indebtedness that Refinances any Indebtedness of the Company or any Restricted Subsidiary existing on the Issue Date or Incurred in compliance with the Indenture, including Indebtedness that Refinances Refinancing Indebtedness; provided, however, that:

(1) such Refinancing Indebtedness has a Stated Maturity no earlier than the earlier of (A) the Stated Maturity of the Indebtedness being Refinanced and (B) the 91st day after the Stated Maturity of any Notes then outstanding;

(2) such Refinancing Indebtedness has an Average Life at the time such Refinancing Indebtedness is Incurred that is equal to or greater than the greater of (A) the Average Life of the Indebtedness being Refinanced and (B) the Average Life of any Notes then outstanding;

(3) such Refinancing Indebtedness has an aggregate principal amount (or if Incurred with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount (or if Incurred with original issue discount, the aggregate accreted value) then outstanding (plus fees and expenses, including any premium and defeasance costs) under the Indebtedness being Refinanced; and

(4) if the Indebtedness being Refinanced is subordinated in right of payment to the Notes or a Subsidiary Guarantee, such Refinancing Indebtedness is subordinated in right of payment to the Notes at least to the same extent as the Indebtedness being Refinanced;

provided further, however, that Refinancing Indebtedness shall not include (A) Indebtedness of a Subsidiary (other than a Subsidiary Guarantor) that Refinances Indebtedness of the Company or (B) Indebtedness of the Company or a Restricted Subsidiary that Refinances Indebtedness of an Unrestricted Subsidiary.

"*Registration Rights Agreements*" mean (1) the Registration Rights Agreement dated the Issue Date, among the Company, the Guarantors and the Initial Purchasers therein and (2) the Registration Rights Agreement dated March 21, 2012, among the Company, the Guarantors and the Initial Purchasers therein.

"*Related Business*" means a business affiliated or associated with a Hospital or any business related or ancillary to the provision of healthcare services or information or the investment in, or the management, leasing or operation of, any of the foregoing.

"*Restricted Payment*" with respect to any Person means:

(1) the declaration or payment of any dividends or any other distributions of any sort in respect of its Capital Stock (including any payment in connection with any merger or consolidation involving such Person) or similar payment to the direct or indirect holders of its Capital Stock in their capacity as such (other than (A) dividends or distributions payable solely in its Capital Stock (other than Disqualified Stock), (B) dividends or distributions payable solely to the Company or a Restricted Subsidiary and (C) pro rata dividends or other distributions made by a Subsidiary that is not a Wholly Owned Subsidiary to minority stockholders (or owners of an equivalent interest in the case of a Subsidiary that is an entity other than a corporation));

(2) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value of any Capital Stock of the Company held by any Person (other than by a Restricted Subsidiary), including in connection with any merger or consolidation and including the exercise of any option to exchange any Capital Stock (other than into Capital Stock of the Company that is not Disqualified Stock);

(3) the purchase, repurchase, redemption, defeasance or other acquisition or retirement for value, prior to scheduled maturity, scheduled repayment or scheduled sinking fund payment of any Subordinated

Obligations of the Company or any Subsidiary Guarantor (other than (A) from the Company or a Restricted Subsidiary or (B) the purchase, repurchase, redemption, defeasance or other acquisition or retirement of Subordinated Obligations purchased in anticipation of satisfying a sinking fund obligation, principal installment or final maturity, in each case due within one year of the date of such purchase, repurchase, redemption, defeasance or other acquisition or retirement); or

(4) the making of any Investment (other than a Permitted Investment) in any Person.

"*Restricted Subsidiary*" means any Subsidiary of the Company that is not an Unrestricted Subsidiary.

"*RP Reference Date*" means July 25, 2007.

"*S&P*" means Standard & Poor's Investors Ratings Services or any of its successors or assigns that is a Nationally Recognized Statistical Rating Organization.

"*Sale/Leaseback Transaction*" means an arrangement relating to property owned by the Company or a Restricted Subsidiary on the Issue Date or thereafter acquired by the Company or a Restricted Subsidiary whereby the Company or a Restricted Subsidiary transfers such property to a Person and the Company or a Restricted Subsidiary leases it from such Person.

"SEC' means the Securities and Exchange Commission.

"*Secured Indebtedness*" means any Indebtedness of the Company and its Restricted Subsidiaries secured by a Lien.

"*Securities Act*" means the U.S. Securities Act of 1933, as amended.

"*Senior Indebtedness*" means with respect to any Person:

(1) Indebtedness of such Person, whether outstanding on the Issue Date or thereafter Incurred; and

(2) all other Obligations of such Person (including interest accruing on or after the filing of any petition in bankruptcy or for reorganization relating to such Person whether or not post-filing interest is allowed in such proceeding) in respect of Indebtedness described in clause (1) above

unless, in the case of clauses (1) and (2), in the instrument creating or evidencing the same or pursuant to which the same is outstanding, it is provided that such Indebtedness or other Obligations are subordinate in right of payment to the Notes or the Subsidiary Guaranty of such Person, as the case may be; provided, however, that Senior Indebtedness shall not include:

(1) any obligation of such Person to the Company or any Subsidiary of the Company;

(2) any liability for Federal, state, local or other taxes owed or owing by such Person;

(3) any accounts payable or other liability to trade creditors arising in the ordinary course of business;

(4) any Indebtedness or other Obligation of such Person which is subordinate or junior in any respect to any other Indebtedness or other Obligation of such Person; or

(5) that portion of any Indebtedness which at the time of Incurrence is Incurred in violation of the Indenture.

"*Significant Subsidiary*" means any Restricted Subsidiary that would be a "*Significant Subsidiary*" of the Company within the meaning of Rule 1-02 under Regulation S-X promulgated by the SEC.

"*Standard Securitization Undertakings*" means all representations, warranties, covenants and indemnities entered into by the Company or any Restricted Subsidiary which are customary in securitization transactions involving accounts receivable.

"*Stated Maturity*" means, with respect to any security, the date specified in such security as the fixed date on which the final payment of principal of such security is due and payable, including pursuant to any mandatory redemption provision (but excluding any provision providing for the repurchase of such security at the option of the holder thereof upon the happening of any contingency unless such contingency has occurred).

"*Subordinated Obligation*" means, with respect to a Person, any Indebtedness of such Person (whether outstanding on the Issue Date or thereafter Incurred) which is subordinate or junior in right of payment to the Notes or a Subsidiary Guaranty of such Person, as the case may be, pursuant to a written agreement to that effect.

"*Subsidiary*" means, with respect to any Person, any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Voting Stock is at the time owned or controlled, directly or indirectly, by:

(1) such Person;

(2) such Person and one or more Subsidiaries of such Person; or

(3) one or more Subsidiaries of such Person.

"*Subsidiary Guarantor*" means each Subsidiary of the Company that executes the Indenture as a guarantor on the Issue Date and each other Subsidiary of the Company that thereafter guarantees the Notes pursuant to the terms of the Indenture.

"*Subsidiary Guaranty*" means a Guarantee by a Subsidiary Guarantor of the Company's obligations with respect to the Notes.

"*Temporary Cash Investments*" means any of the following:

(1) any investment in direct obligations of the United States of America or any agency thereof or obligations guaranteed by the United States of America or any agency thereof;

(2) investments in demand and time deposit accounts, certificates of deposit and money market deposits maturing within one year of the date of acquisition thereof issued by a bank or trust company which is organized under the laws of the United States of America, any State thereof or any foreign country recognized by the United States of America, and which bank or trust company has capital, surplus and undivided profits aggregating in excess of $50 0 million (or the foreign currency equivalent thereof) and has outstanding debt which is rated "*A*" (or such similar equivalent rating) or higher by at least one Nationally Recognized Statistical Rating Organization or any money-market fund sponsored by a registered broker dealer or mutual fund distributor;

(3) repurchase obligations with a term of not more than 30 days for underlying securities of the types described in clause (1) above entered into with a bank meeting the qualifications described in clause (2) above;

(4) investments in commercial paper, maturing not more than one year after the date of acquisition, issued by a corporation (other than an Affiliate of the Company) organized and in existence under the laws of the United States of America or any foreign country recognized by the United States of America with a rating at the time as of which any investment therein is made of "*P-1*" (or higher) according to Moody's or "*A-1*" (or higher) according to S&P;

(5) investments in securities with maturities of one year or less from the date of acquisition issued or fully guaranteed by any state, commonwealth or territory of the United States of America, or by any political subdivision or taxing authority thereof, and rated at least "*A*" by S&P or "*A*" by Moody's; and

(6) investments in money market funds that invest substantially all their assets in securities of the types described in clauses (1) through (5) above.

"*Total Assets*" means, as of any date of determination, after giving pro forma effect to any acquisition of assets on such date, the sum of the amounts that would appear on the consolidated balance sheet of the Company and its Restricted Subsidiaries as the total assets of the Company and its Restricted Subsidiaries.

"*Treasury Rate*" means, as of the applicable redemption date, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two business days prior to such redemption date (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from such redemption date to November 15, 2015; provided, however, that if the period from such redemption date to November 15, 2015 is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

"*Trustee*" means U.S. Bank National Association until a successor replaces it and, thereafter, means the successor.

"*Trust Indenture Act*" means the Trust Indenture Act of 1939 (15 U.S.C. §§ 77aaa-77bbbb) as in effect on the Issue Date.

"*Trust Officer*" means the Chairman of the Board, the President or any other officer or assistant officer of the Trustee assigned by the Trustee to administer its corporate trust matters.

"*Unrestricted Subsidiary*" means.

(1) any Subsidiary of the Company that at the time of determination shall be designated an Unrestricted Subsidiary by the Board of Directors in the manner provided below; and

(2) any Subsidiary of an Unrestricted Subsidiary.

The Board of Directors may designate any Subsidiary of the Company (including any newly acquired or newly formed Subsidiary) to be an Unrestricted Subsidiary unless such Subsidiary or any of its Subsidiaries owns any Capital Stock or Indebtedness of, or holds any Lien on any property of, the Company or any other Subsidiary of the Company that is not a Subsidiary of the Subsidiary to be so designated; provided, however, that either (A) the Subsidiary to be so designated has total assets of $1,000 or less or (B) if such Subsidiary has assets greater than $1,000, such designation would be permitted under the covenant described under "*—Certain Covenants—Limitation on Restricted Payments*."

The Board of Directors may designate any Unrestricted Subsidiary to be a Restricted Subsidiary; provided, however, that immediately after giving effect to such designation no Default shall have occurred and be continuing. Any such designation by the Board of Directors shall be evidenced to the Trustee by promptly filing with the Trustee a copy of the resolution of the Board of Directors giving effect to such designation and an Officers' Certificate certifying that such designation complied with the foregoing provisions.

"*U.S. Dollar Equivalent*" means with respect to any monetary amount in a currency other than U S dollars, at any time for determination thereof, the amount of U.S. dollars obtained by converting such foreign currency involved in such computation into U.S. dollars at the spot rate for the purchase of U.S. dollars with the applicable

foreign currency as published in The Wall Street Journal in the "*Exchange Rates*" column under the heading "*Currency Trading*" on the date two Business Days prior to such determination.

Except as described under "*Certain Covenants—Limitation on Indebtedness*," whenever it is necessary to determine whether the Company has complied with any covenant in the Indenture or a Default has occurred and an amount is expressed in a currency other than U S dollars, such amount will be treated as the U.S. Dollar Equivalent determined as of the date such amount is initially determined in such currency.

"*U.S. Government Obligations*" means direct obligations (or certificates representing an ownership interest in such obligations) of the United States of America (including any agency or instrumentality thereof) for the payment of which the full faith and credit of the United States of America is pledged and which are not callable at the issuer's option.

"*Voting Stock*" of a Person means all classes of Capital Stock of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

"*Wholly Owned Subsidiary*" means a Restricted Subsidiary all the Capital Stock of which (other than directors' qualifying shares) is owned by the Company or one or more other Wholly Owned Subsidiaries.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a summary of the material United States federal income tax consequences of the exchange of Old Notes for Exchange Notes in the exchange offer. This summary is based on the United States Internal Revenue Code of 1986, as amended (the "Code"), Treasury regulations thereunder and administrative interpretations and judicial decisions, all as in effect on the date of this Registration Statement and all of which are subject to change, with possible retroactive effect. No opinion of counsel has been obtained, and the Company does not intend to seek a ruling from the United States Internal Revenue Service (the "IRS"), as to any of the tax consequences discussed below. There can be no assurance that the IRS will not challenge one or more of the tax consequences described below.

This summary does not purport to address all tax consequences that may be important to a particular holder in light of that holder's particular circumstances, and does not apply to persons subject to special treatment under United States federal income tax law (including, without limitation, a bank, governmental authority or agency, financial institution, insurance company, pass-through entity, tax-exempt organization, broker or dealer in securities or small business investment company, an employee of or other service provider to the Company or any of its subsidiaries, a person holding Old Notes that are a hedge against, or that are hedged against, currency risk or that are part of a straddle, constructive sale or conversion transaction, a person that owns more than 10% of the common stock of the Company (actually or constructively), a person that is in bankruptcy or a regulated investment company or real estate investment trust). This summary assumes that each holder of an Old Note holds such security as a "capital asset" within the meaning of Section 1221 of the Code. Additionally, this summary does not discuss any tax consequences that may arise under any laws other than United States federal income tax law, including under federal estate and gift tax laws or state, local or non-United States tax law.

The United States federal income tax consequences to a partner in an entity or arrangement treated as a partnership for United States federal income tax purposes that holds an Old Note generally will depend on the status of the partner and the activities of the partner and the partnership. A partnership, or a partner in a partnership, holding Old Notes should consult its own tax advisor.

THIS SUMMARY IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSIDERATIONS RELEVANT TO A PARTICULAR HOLDER. ACCORDINGLY, THE FOLLOWING SUMMARY OF MATERIAL UNITED STATES FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER. YOU ARE URGED TO CONSULT YOUR OWN TAX ADVISOR FOR THE FEDERAL, STATE, LOCAL AND OTHER TAX CONSEQUENCES APPLICABLE TO THE TRANSACTIONS DESCRIBED IN THIS REGISTRATION STATEMENT.

Consequences of Tendering Old Notes

The exchange of your Old Notes for Exchange Notes in the exchange offer should not constitute an exchange for United States federal income tax purposes because the Exchange Notes should not be considered to differ materially in kind or extent from the Old Notes exchanged therefor. Accordingly, the exchange offer should have no United States federal income tax consequences to you if you exchange your Old Notes for Exchange Notes. For example, there should be no change in your tax basis and your holding period should carry over to the Exchange Notes. In addition, the United States federal income tax consequences of holding and disposing of your Exchange Notes should be the same as those applicable to your Old Notes.

PLAN OF DISTRIBUTION

Each broker-dealer that receives Exchange Notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus in connection with any resale of Exchange Notes.

This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of Exchange Notes received in exchange for Old Notes if the Old Notes were acquired as a result of market making activities or other trading activities.

We have agreed to make this prospectus, as amended or supplemented, available to any broker-dealer to use in connection with any such resale for a period of at least 180 days after the expiration date. In addition, until (90 days after the date of this prospectus), all broker-dealers effecting transactions in the Exchange Notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of Exchange Notes by broker-dealers. Exchange Notes received by broker-dealers for their own account pursuant to the exchange offer may be sold from time to time in one or more transactions:

- in the over-the-counter market;
- in negotiated transactions; or
- through the writing of options on the Exchange Notes or a combination of such methods of resale.

These resales may be made:

- at market prices prevailing at the time of resale;
- at prices related to such prevailing market prices; or
- at negotiated prices.

Any such resale may be made directly to purchasers or to or through brokers or dealers. Brokers or dealers may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such Exchange Notes. An “underwriter” within the meaning of the Securities Act includes:

- any broker-dealer that resells Exchange Notes that were received by it for its own account pursuant to the exchange offer; or
- any broker or dealer that participates in a distribution of such Exchange Notes.

Any profit on any resale of Exchange Notes and any commissions or concessions received by any persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act.

For a period of not less than 180 days after the expiration of the exchange offer we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests those documents in the letter of transmittal. We have agreed to pay all expenses incident to performance of our obligations in connection with the exchange offer (including the expenses of one counsel for the holders of the notes), other than commissions or concessions of any brokers or dealers. We will indemnify the holders of the Exchange Notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act, and will contribute to payments that they may be required to make in request thereof.

LEGAL MATTERS

The validity of the Exchange Notes and the guarantees offered in this prospectus will be passed upon for us by Kirkland & Ellis LLP, New York, New York (a limited liability partnership that includes professional corporations).

EXPERTS

The consolidated financial statements, and the related financial statement schedule, incorporated in this Prospectus by reference from the Community Health Systems, Inc. Annual Report on Form 10-K for the year ended December 31, 2011, and the effectiveness of Community Health Systems, Inc. and subsidiaries internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference. Such financial statements and financial statement schedule have been so incorporated in reliance upon the reports of such firm given their authority as experts in accounting and auditing.

INCORPORATION BY REFERENCE OF CERTAIN DOCUMENTS

This prospectus incorporates by reference information from documents filed with the SEC, which means that we are disclosing important information to you by referring you to those documents. This prospectus incorporates by reference the documents and reports listed below that have been filed by Community Health Systems, Inc. with the SEC (other than documents or information deemed to have been furnished and not filed in accordance with the SEC's rules, including Current Reports on Form 8-K furnished under Item 2.02 and Item 7.01 (including any financial statements or exhibits relating thereto furnished pursuant to Item 9.01)):

- Annual Report on Form 10-K for the fiscal year ended December 31, 2011 (the "Annual Report"); and
- Current Reports on Form 8-K, filed on February 6, 2012, March 1, 2012 and March 9, 2012.

We also incorporate by reference the information contained in all other documents we file with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than portions of these documents that are furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K, unless otherwise indicated therein) after the date of this prospectus and prior to the termination of this exchange offer. The information contained in any such document will be considered part of this prospectus from the date the document is filed with the SEC. We make available free of charge, through the investor relations section of our website, www.chs.net/investor, annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K as well as amendments to those reports, as soon as reasonably practical after they are filed with the SEC. You may also request free copies of these filings by telephoning us at (615) 465-7000 or writing us at the following address: Community Health Systems, Inc., 4000 Meridian Boulevard, Franklin, TN 37067, Attention: Investor Relations.

You will be deemed to have notice of all information incorporated by reference in this prospectus as if that information was reproduced herein.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

While any notes remain outstanding, we will make available, upon request, to any beneficial owner and any prospective purchaser of notes the information required pursuant to Rule 144A(d)(4) under the Securities Act during any period in which we are not subject to Section 13 or 15(d) of the Exchange Act. Any such request should be directed to: Community Health Systems, Inc., 4000 Meridian Boulevard, Franklin, TN 37067, Attention: Investor Relations.

You will find additional information about us in our SEC filings. Our SEC filings may also be inspected and copied at the SEC's Public Reference Room, 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains an Internet site (http://www.sec.gov) that contains reports, proxy and information statements, and other information regarding issuers who file electronically with the SEC.

$2,000,000,000

CHS/Community Health Systems, Inc.

Offer to Exchange

Exchange Offer for 8.00% Senior Notes due 2019

PROSPECTUS

, 2012

We have not authorized any dealer, salesperson or other person to give any information or represent anything to you other than the information contained in this prospectus. You may not rely on unauthorized information or representations.

This prospectus does not offer to sell or ask for offers to buy any of the securities in any jurisdiction where it is unlawful, where the person making the offer is not qualified to do so, or to any person who can not legally be offered the securities.

The information in this prospectus is current only as of the date on its cover, and may change after that date. For any time after the cover date of this prospectus, we do not represent that our affairs are the same as described or that the information in this prospectus is correct, nor do we imply those things by delivering this prospectus or selling securities to you.

Until , all dealers that effect transactions in these securities, whether or not participating in the exchange offer may be required to deliver a prospectus. This is in addition to the dealers' obligations to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Directors and Officers.

Alabama

Centre Hospital Corporation, Foley Hospital Corporation, Fort Payne Hospital Corporation, Greenville Hospital Corporation and QHG of Enterprise, Inc. are all incorporated under the laws of the State of Alabama.

Section 10-2B-8.50 of the Alabama Business Corporation Act allows corporations to indemnify a director, officer, or employee, or former director, officer, or employee against liability incurred in connection with a proceeding, in which the director, officer or employee is made a party by reason of being or having been a director, officer, or employee if the individual conducted himself or herself in good faith and reasonably believed that the conduct was in the best interests of the corporation or at least not opposed to its best interests; and in the case of any criminal proceeding, the individual had no reasonable cause to believe his or her conduct was unlawful.

The bylaws of each of Centre Hospital Corporation, Foley Hospital Corporation, Fort Payne Hospital Corporation, Greenville Hospital Corporation and QHG of Enterprise, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the Alabama Business Corporation Act.

Arizona

Bullhead City Hospital Corporation and Payson Hospital Corporation are incorporated under the laws of the State of Arizona.

Section 10-851 of the Arizona Revised Statutes permits a corporation to indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if all of the following conditions exist: (a) the individual's conduct was in good faith; (b) the individual reasonably believed in the case of conduct in an official capacity with the corporation, that the conduct was in its best interests and in all other cases, that the conduct was at least not opposed to its best interests; and (c) in the case of any criminal proceedings, the individual had no reasonable cause to believe the conduct was unlawful. Section 10-851 of the Arizona Revised Statutes permits a corporation to indemnify an individual made a party to a proceeding because the director engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation pursuant to section 10-202, subsection B, paragraph 2 of the Arizona Revised Statutes. The termination of a proceeding by judgment, order, settlement or conviction or on a plea of no contest or its equivalent is not of itself determinative that the director did not meet the standard of conduct described in this section. Under Arizona Revised Statutes, a corporation may not indemnify a director under this section either: (a) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation or (b) in connection with any other proceeding charging improper financial benefit to the director, whether or not involving action in the director's official capacity, in which the director was adjudged liable on the basis that financial benefit was improperly received by the director. Indemnification permitted under this section in connection with a proceeding by or in the right of the corporation is limited to reasonable expenses incurred in connection with the proceeding.

The bylaws of each of Bullhead City Hospital Corporation and Payson Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Arizona Revised Statutes.

Arkansas

Forrest City Arkansas Hospital Company, LLC, Forrest City Hospital Corporation, MCSA, L.L.C., Phillips Hospital Corporation, QHG of Springdale, Inc. and Triad-El Dorado, Inc. are all incorporated or organized under the laws of the State of Arkansas.

Section 4-32-404 of Arkansas' Small Business Entity Tax Pass Through Act provides that a limited liability company's operating agreement may: (a) eliminate or limit the personal liability of a member or manager for monetary damages for breach of any duty provided for in Section 4-32-402 and (b) provide for indemnification of a member or manager for judgments, settlements, penalties, fines, or expenses incurred in a proceeding to which a person is a party because the person is or was a member or manager.

Section 4-27-850 of the Arkansas 1987 Business Corporation Act allows a corporation to indemnify any person who was or is a party 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 the corporation) by reason of the fact that he is or was a director, officer, employee, or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Limited Liability Company Agreements of each of Forrest City Arkansas Hospital Company, LLC and MCSA, L.L.C. provide, to the fullest extent authorized by Arkansas' Small Business Entity Tax Pass Through Act, for the indemnification of any member, manager, officer or employee of the company from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, manager, officer or employee of the company.

The bylaws of each of Forrest City Hospital Corporation, Phillips Hospital Corporation, QHG of Springdale, Inc. and Triad-El Dorado, Inc. provide for the indemnification of all current and former directors and officers to the fullest extent permitted by the Arkansas 1987 Business Corporation Act.

Delaware

CHS/Community Health Systems, Inc., Community Health Systems, Inc., Abilene Hospital, LLC, Abilene Merger, LLC, Berwick Hospital Company, LLC, Birmingham Holdings, LLC, Birmingham Holdings II, LLC, Bluefield Holdings, LLC, Bluefield Hospital Company, LLC, Bluffton Health System, LLC, Brownwood Hospital, L.P., Brownwood Medical Center, LLC, Bullhead City Hospital Investment Corporation, Carlsbad Medical Center, LLC, CHHS Holdings, LLC, CHS Kentucky Holdings, LLC, CHS Pennsylvania Holdings, LLC, CHS Virginia Holdings, LLC, CHS Washington Holdings, LLC, Clarksville Holdings, LLC, Cleveland Tennessee Hospital Company, LLC, College Station Hospital, L.P., College Station Medical Center, LLC, College Station Merger, LLC, Community GP Corp., Community Health Investment Company, LLC, Community LP Corp., CP Hospital GP, LLC, CPLP, LLC, Crestwood Hospital, LLC, Crestwood Hospital, LP, LLC, CSMC, LLC, CSRA Holdings, LLC, Deaconess Holdings, LLC, Deaconess Hospital Holdings, LLC, Desert Hospital Holdings, LLC, Detar Hospital, LLC, DHFW Holdings, LLC, DHSC, LLC, Dukes Health System, LLC, Fallbrook Hospital Corporation, Gadsden Regional Medical Center, LLC, GRMC Holdings, LLC, Hallmark Healthcare Company, LLC, Hobbs Medco, LLC, Hospital of Barstow, Inc., Kirksville Hospital Company, LLC, Lancaster Hospital Corporation, Las Cruces Medical Center, LLC, Lea Regional Hospital, LLC, Longview Merger, LLC, LRH, LLC, Lutheran Health Network of Indiana, LLC, Massillon Community Health System LLC, Massillon Health System LLC, Massillon Holdings, LLC, McKenzie Tennessee Hospital Company, LLC, Medical Center of Brownwood, LLC, Merger Legacy Holdings, LLC, MMC of Nevada, LLC, Moberly Hospital Company, LLC, MWMC Holdings, LLC, Nanticoke Hospital Company, LLC, National Healthcare of Leesville, Inc., National Healthcare of Mt. Vernon, Inc., National Healthcare of Newport, Inc.,

Navarro Hospital, L.P., Navarro Regional, LLC, Northampton Hospital Company, LLC, Northwest Hospital, LLC, NOV Holdings, LLC, NRH, LLC, Oro Valley Hospital, LLC, Palmer-Wasilla Health System, LLC, Peckville Hospital Company, LLC, Pennsylvania Hospital Company, LLC, Phoenixville Hospital Company, LLC, Pottstown Hospital Company, LLC, QHG Georgia Holdings II, LLC, QHG of Bluffton Company, LLC, QHG of Fort Wayne Company, LLC, QHG of Warsaw Company, LLC, Quorum Health Resources, LLC, Regional Hospital of Longview, LLC, Ruston Hospital Corporation, Ruston Louisiana Hospital Company, LLC, SACMC, LLC, 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, Siloam Springs Arkansas Hospital Company, LLC, Siloam Springs Holdings, LLC, Southern Texas Medical Center, LLC, Spokane Valley Washington Hospital Company, LLC, Spokane Washington Hospital Company, LLC, Tennyson Holdings, LLC, Tomball Texas Holdings, LLC, Tomball Texas Hospital Company, LLC, Triad Healthcare Corporation, Triad Holdings III, LLC, Triad Holdings IV, LLC, Triad Holdings V, LLC, Triad Nevada Holdings, LLC, Triad of Alabama, LLC, Triad of Oregon, LLC, Triad-ARMC, LLC, Triad-Navarro Regional Hospital Subsidiary, LLC, Tunkhannock Hospital Company, LLC, VHC Medical, LLC, Vicksburg Healthcare, LLC, Victoria Hospital, LLC, Victoria of Texas, L.P., Warren Ohio Hospital Company, LLC, Warren Ohio Rehab Hospital Company, LLC, Watsonville Hospital Corporation, 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 and Youngstown Ohio Hospital Company, LLC are all incorporated or organized under the laws of the State of Delaware.

Section 17-108 of the Delaware Revised Uniform Limited Partnership Act provides that a partnership may, and shall have the power to, indemnify and hold harmless any partner or other person from and against any and all claims and demands whatsoever.

Section 18-108 of the Delaware Limited Liability Company Act provides that a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Section 145 of the Delaware General Corporation Law, or the DGCL, 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 Limited Liability Company Agreements of each of Abilene Hospital, LLC, Abilene Merger, LLC, Berwick Hospital Company, LLC, Birmingham Holdings, LLC, Birmingham Holdings II, LLC, Bluefield Holdings, LLC, Bluefield Hospital Company, LLC, Bluffton Health System, LLC, Brownwood Medical Center,

LLC, Carlsbad Medical Center, LLC, CHHS Holdings, LLC, CHS Kentucky Holdings, LLC, CHS Pennsylvania Holdings, LLC, CHS Virginia Holdings, LLC, CHS Washington Holdings, LLC, Clarksville Holdings, LLC, Cleveland Tennessee Hospital Company, LLC, College Station Medical Center, LLC, College Station Merger, LLC, Community Health Investment Company, LLC, CP Hospital GP, LLC, CPLP, LLC, Crestwood Hospital, LLC, Crestwood Hospital, LP, LLC, CSMC, LLC, CSRA Holdings, LLC, Deaconess Holdings, LLC, Deaconess Hospital Holdings, LLC, Desert Hospital Holdings, LLC, Detar Hospital, LLC, DHFW Holdings, LLC, DHSC, LLC, Dukes Health System, LLC, Gadsden Regional Medical Center, LLC, GRMC Holdings, LLC, Hallmark Healthcare Company, LLC, Hobbs Medco, LLC, Kirksville Hospital Company, LLC, Las Cruces Medical Center, LLC, Lea Regional Hospital, LLC, Longview Merger, LLC, LRH, LLC, Lutheran Health Network of Indiana, LLC, Massillon Community Health System LLC, Massillon Health System LLC, Massillon Holdings, LLC, McKenzie Tennessee Hospital Company, LLC, Medical Center of Brownwood, LLC, Merger Legacy Holdings, LLC, MMC of Nevada, LLC, Moberly Hospital Company, LLC, MWMC Holdings, LLC, Nanticoke Hospital Company, LLC, Navarro Regional, LLC, Northampton Hospital Company, LLC, Northwest Hospital LLC, NOV Holdings, LLC, NRH, LLC, Oro Valley Hospital, LLC, Palmer-Wasilla Health System, LLC, Peckville Hospital Company, LLC, Pennsylvania Hospital Company, LLC, Phoenixville Hospital Company, LLC, Pottstown Hospital Company, LLC, QHG Georgia Holdings II, LLC, QHG of Bluffton Company, LLC, QHG of Fort Wayne Company, LLC, QHG of Warsaw Company, LLC, Quorum Health Resources, LLC, Regional Hospital of Longview, LLC, Ruston Louisiana Hospital Company, LLC, SACMC, LLC, 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, Siloam Springs Arkansas Hospital Company, LLC, Siloam Springs Holdings, LLC, Southern Texas Medical Center, LLC, Spokane Valley Washington Hospital Company, LLC, Spokane Washington Hospital Company, LLC, Tennyson Holdings, LLC, Tomball Texas Holdings, LLC, Tomball Texas Hospital Company, LLC, Triad Holdings III, LLC, Triad Holdings IV, LLC, Triad Holdings V, LLC, Triad Nevada Holdings, LLC, Triad of Alabama, LLC, Triad of Oregon, LLC, Triad-ARMC, LLC, Triad-Navarro Regional Hospital Subsidiary, LLC, Tunkhannock Hospital Company, LLC, VHC Medical, LLC, Vicksburg Healthcare, LLC, Victoria Hospital, LLC, Warren Ohio Hospital Company, LLC, Warren Ohio Rehab Hospital Company, LLC, 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 Healthy System, LLC and Youngstown Ohio Hospital Company, LLC provide, to the fullest extent authorized by the Delaware Limited Liability Company Act, for the indemnification of any member, manager, officer or employee of the companies from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, manager, officer or employee of the companies.

The Bylaws of Community Health Systems, Inc., Bullhead City Hospital Investment Corporation, Community GP Corp., Community LP Corp., Fallbrook Hospital Corporation, Hospital of Barstow, Inc., Lancaster Hospital Corporation, National Healthcare of Leesville, Inc., National Healthcare of Mt. Vernon, Inc., National Healthcare of Newport, Inc., Ruston Hospital Corporation, Triad Healthcare Corporation, Watsonville Hospital Corporation, and Webb Hospital Corporation provide for the indemnification of all current and former directors and officers to the fullest extent permitted by the DGCL.

The Certificate of Incorporation of Triad Healthcare Corporation provides for the indemnification of all directors and officers to the fullest extent permitted by the DGCL.

The Limited Partnership Agreements of each of Brownwood Hospital, L.P., College Station Hospital, L.P., Navarro Hospital, L.P., and Victoria of Texas, L.P. provide, to the fullest extent authorized by the Delaware Revised Uniform Limited Partnership Act, for the indemnification of any partner, manager, officer or employee of the companies from and against any and all claims and demands arising by reason of the fact that such person is, or was, a partner, manager, officer or employee of the companies.

Georgia

QHG Georgia Holdings, Inc. and QHG Georgia, L.P. are incorporated or organized under the laws of the State of Georgia.

Sections 14-2-850 through 14-2-859 of the Georgia Business Corporation Code provides for the indemnification of officers and directors by the corporation under certain circumstances against expenses and liabilities incurred in legal proceedings involving such persons because of their being or having been an officer or director of the corporation. Under the Georgia Business Corporation Code, a corporation may purchase insurance on behalf of an officer or director of the corporation incurred in his or her capacity as an officer or director regardless of whether the person could be indemnified under the Georgia Business Corporation Code.

Section 14-9-108 of the Georgia Revised Uniform Limited Partnership Act provides for the indemnification of partners by the partnership from and against any and all claims and demands whatsoever, except for (1) intentional misconduct or a knowing violation of law; or (2) any transaction for which the Indemnitee received a personal benefit in violation or breach of any provision of the partnership agreement.

The bylaws of QHG Georgia Holdings, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the Georgia Business Corporation Code.

The Agreement of Limited Partnership of QHG Georgia, L.P. provides for the indemnification of the general partner to the fullest extent permitted by the Georgia Revised Uniform Limited Partnership Act.

Illinois

Anna Hospital Corporation, Galesburg Hospital Corporation, Granite City Hospital Corporation, Granite City Illinois Hospital Company, LLC, Marion Hospital Corporation, Red Bud Hospital Corporation, Red Bud Illinois Hospital Company, LLC, Waukegan Hospital Corporation and Waukegan Illinois Hospital Company, LLC are incorporated or organized under the laws of the State of Illinois.

Section 15-7 of the Illinois Limited Liability Company Act states that a limited liability company shall reimburse a member or manager for payments made and indemnify a member or manager for liabilities incurred by the member or manager in the ordinary course of the business of the company or for the preservation of its business or property.

Section 8.75 of the Illinois Business Corporation Act of 1983 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. An Illinois 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 Limited Liability Company Agreement of each of Granite City Illinois Hospital Company, LLC, Red Bud Illinois Hospital Company, LLC and Waukegan Illinois Hospital Company, LLC, provide, to the fullest extent authorized by the Illinois Limited Liability Company Act, for the indemnification of any member, manager, officer or employee of the company from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, manager, officer or employee of the company.

The bylaws of each of Anna Hospital Corporation, Galesburg Hospital Corporation, Granite City Hospital Corporation, Marion Hospital Corporation, Red Bud Hospital Corporation and Waukegan Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Illinois Business Corporation Act of 1983.

Indiana

Frankfort Health Partner, Inc. and QHG of Clinton County, Inc. are incorporated under the laws of the State of Indiana.

Under Section 23-1-37-8 of the Indiana Business Corporation Law, a corporation may indemnify an individual made a party to a proceeding because the individual is or was a director against liability incurred in the proceeding if: (1) the individual's conduct was in good faith; and (2) the individual reasonably believed: (A) in the case of conduct in the individual's official capacity with the corporation, that the individual's conduct was in its best interests; and (B) in all other cases, that the individual's conduct was at least not opposed to its best interests; and (3) in the case of any criminal proceeding, the individual either: (A) had reasonable cause to believe the individual's conduct was lawful; or (B) had no reasonable cause to believe the individual's conduct was unlawful. A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of subsection (a)(2)(B).

The bylaws of Frankfort Health Partner, Inc. and QHG of Clinton County, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the Indiana Business Corporation Law.

Kentucky

Hospital of Fulton, Inc., Hospital of Louisa, Inc. and Jackson Hospital Corporation (KY) are incorporated under the laws of the State of Kentucky.

Section 271B.8-510 of the Kentucky Business Corporation Act permits a corporation to indemnify an individual who is a party to a proceeding because he is a director against liability incurred in the proceeding if: (1) (a) he conducted himself in good faith; (b) he reasonably believed (i) in the case of conduct in his official capacity, that his conduct was in the best interests of the corporation; and (ii) in all other cases, that his conduct was at least not opposed to the best interests of the corporation; and (c) in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful. A director's conduct with respect to an employee benefit plan for a purpose he reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of subsection (1)(b)2 of this section.

The bylaws of each of Hospital of Fulton, Inc., Hospital of Louisa, Inc. and Jackson Hospital Corporation (KY) provide for the indemnification of directors and officers to the fullest extent permitted by the Kentucky Business Corporation Act.

Mississippi

QHG of Forrest County, Inc., QHG of Hattiesburg, Inc. and River Region Medical Corporation are incorporated under the laws of the State of Mississippi.

Sections 79-4-8.50 through 79-4-8.59 of the Mississippi Business Corporation Act 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, if the person's conduct was in good faith and reasonably believed: (1) in the case of conduct in the person's official capacity, that (A) the conduct was in the best interests of the corporation; and (B) in all other cases that the person's conduct was at least not opposed to the best interests of the corporation; and (2) in the case of any criminal action, the person either (A) had reasonable cause to believe the person's conduct was lawful; or (B) had no reasonable cause to believe the person's conduct was unlawful.

The bylaws of each of QHG of Forrest County, Inc., QHG of Hattiesburg, Inc. and River Region Medical Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Mississippi Business Corporation Act.

Nevada

NC-DSH, LLC is organized under the laws of the State of Nevada.

Under Sections 86.411 and 86.412 of Nevada's Limited Liability Company Act, a limited liability company may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a manager, member, employee or agent of the company, or is or was serving at the request of the company as a manager, member, employee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, against expenses, including attorney's fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with the action, suit or proceeding if he acted in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the limited liability company, and that, with respect to any criminal action or proceeding, he had reasonable cause to believe that his conduct was unlawful. To the extent that a manager, member, employee or agent of a limited liability company has been successful on the merits or otherwise in defense of any action, suit or proceeding or in defense of any claim, issue or matter therein, the company shall indemnify him against expenses, including attorney's fees, actually and reasonably incurred by him in connection with the defense.

If unsuccessful in defense of a third-party civil suit or a criminal suit, or if such a suit is settled, an Indemnitee may be indemnified under Nevada law against both (i) expenses, including attorneys' fees, and (ii) judgments, fines, and amounts paid in settlement if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the registrant, and, with respect to any criminal action, had no reasonable cause to believe his or her conduct was unlawful.

If unsuccessful in defense of a suit brought by or in the right of the registrant, where the suit is settled, an Indemnitee may be indemnified under Nevada law only against expenses (including attorneys' fees) actually and reasonably incurred in the defense or settlement of the suit if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the registrant except that if the Indemnitee is adjudged to be liable for a breach of fiduciary duty or misconduct, fraud, or a knowing violation of law in the performance of his or her duty to the registrant, he or she cannot be made whole even for expenses unless a court determines that he or she is fully and reasonably entitled to indemnification for such expenses.

Also under Nevada law, expenses incurred by an officer or director in defending a civil or criminal action, suit, or proceeding may be paid by the registrant in advance of the final disposition of the suit, action, or proceeding upon receipt of an undertaking by or on behalf of the officer or director to repay such amount if it is ultimately determined that he or she is not entitled to be indemnified by the registrant. The registrant may also advance expenses incurred by other employees and agents of the registrant upon such terms and conditions, if any, that the board of directors of the registrant deems appropriate.

The Operating Agreement of NC-DSH, LLC provides for the indemnification of directors and officers to the fullest extent permitted by the Nevada Limited Liability Company Act.

New Jersey

Salem Hospital Corporation is incorporated under the laws of the State of New Jersey.

Section 14A: 3-5 of the New Jersey Business Corporation Act provides that any corporation organized for any purpose under any general or special law of this State shall have the power to indemnify a corporate agent against his expenses and liabilities in connection with any proceeding involving the corporate agent by reason of his being or having been such a corporate agent, other than a proceeding by or in the right of the corporation, if: (a) such corporate agent acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation; and (b) with respect to any criminal proceeding, such corporate agent had no reasonable cause to believe his conduct was unlawful. Any corporation organized for any purpose under any general or special law of this New Jersey shall have the power to indemnify a corporate agent against his expenses in connection with any proceeding by or in the right of the corporation to procure a judgment in its favor which involves the corporate agent by reason of his being or having been such corporate agent, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation.

The bylaws of Salem Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the New Jersey Business Corporation Act.

New Mexico

Deming Hospital Corporation, Roswell Hospital Corporation and San Miguel Hospital Corporation are incorporated under the laws of the State of New Mexico.

Section 53-11-4.1 of the New Mexico Business Corporation Act permits a corporation to indemnify any person made a part to any proceeding by reason of the fact that the person is or was a director, officer, or employer if the person acted in good faith and reasonably believed the person's conduct was in the best interests of the corporation or at least not opposed to its best interests; and in the case of any criminal proceeding, the person had no reasonable cause to believe the person's conduct was unlawful. Indemnification may be made against judgments, penalties, fines, settlements and reasonable expenses, actually incurred by the person in connection with the proceeding; except that if the proceeding was by or in the right of the corporation, indemnification may be made only against such reasonable expenses and shall not be made in respect of any proceeding in which the person shall have been adjudged to be liable to the corporation. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, be determinative that the person did not meet the requisite standard of conduct set forth in this subsection.

The bylaws of each of Deming Hospital Corporation, Roswell Hospital Corporation and San Miguel Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the New Mexico Business Corporation Act.

North Carolina

Williamston Hospital Corporation is incorporated under the laws of the State of North Carolina.

Sections 55-8-50 through 55-8-58 of the North Carolina Business Corporation Act permit indemnification of directors and officers in a variety of circumstances which may include liabilities under the Securities Act of 1933, as amended (the "Securities Act"). In addition, a corporation may purchase insurance under the law of North Carolina on behalf of directors, officers, employees or agents, which may cover liabilities under the Securities Act.

The bylaws of Williamston Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the North Carolina Business Corporation Act.

Ohio

QHG of Massillon, Inc. is incorporated under the laws of the State of Ohio.

Under Section 1701.13(E) of the Ohio General Corporation Law, generally, a corporation may indemnify any current or former director, officer, employee or agent for reasonable expenses incurred in connection with the defense or settlement of any threatened, pending or completed litigation related to the person's position with the corporation or related to the person's service (as a director, trustee, officer, employee, member, manager, or agent) to another corporation at the request of the indemnifying corporation, if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation. If the litigation involved a criminal action or proceeding, the person must also have had no reasonable cause to believe his or her conduct was unlawful. Ohio law requires indemnification for reasonable expenses incurred if the person was successful in the defense of the litigation.

The bylaws of QHG of Massillon, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the Ohio General Corporation Law.

Oklahoma

Kay County Hospital Corporation and Kay County Oklahoma Hospital Company, LLC are incorporated or organized under the laws of the State of Oklahoma.

Section 1031 of the Oklahoma General Corporation Act authorizes the indemnification of directors and officers under certain circumstances. The Oklahoma General Corporation Act provides for indemnification of each of the company's officers and directors against (a) expenses, including attorneys' fees, judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with any action, suit or proceeding brought by reason of such person being or having been a director, officer, employee or agent of the company, or of any other corporation, partnership, joint venture, trust or other enterprise at the request of the company, other than an action by or in the right of company. To be entitled to indemnification, the individual must have acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the company, and with respect to any criminal action, the person seeking indemnification had no reasonable cause to believe that the conduct was unlawful and (b) expenses, including attorneys' fees, actually and reasonably incurred in connection with the defense or settlement of any action or suit by or in the right of the company brought by reason of the person seeking indemnification being or having been a director, officer, employee or agent of the company, or any other corporation, partnership, joint venture, trust or other enterprise at the request of the company, provided the actions were in good faith and were reasonably believed to be in or not opposed to the best interest of the company, except that no indemnification shall be made in respect of any claim, issue or matter as to which the individual shall have been adjudged liable to the company, unless and only to the extent that the court in which such action was decided has determined that the person is fairly and reasonably entitled to indemnity for such expenses which the court deems proper.

Section 2003 of the Oklahoma Limited Liability Company Act provides that a limited liability company may indemnify and hold harmless any member, agent, or employee from and against any and all claims and demands whatsoever, except in the case of action or failure to act by the member, agent, or employee which constitutes willful misconduct or recklessness, and subject to the standards and restrictions, if any, set forth in the articles of organization or operating agreement.

The bylaws of Kay County Hospital Corporation provides for the indemnification of directors and officers and to the fullest extent permitted by the Oklahoma General Corporation Law.

The Operating Agreement of Kay County Oklahoma Hospital Company, LLC provides for the indemnification of the member relating to any liability incurred by reason of interest ownership and any act performed or omitted to be performed by members in connection with the business of Kay County Oklahoma Hospital Company, LLC.

Pennsylvania

Clinton Hospital Corporation and Coatesville Hospital Corporation are incorporated under the laws of the State of Pennsylvania.

Sections 1741 through 1750 of the Pennsylvania Business Corporation Law of 1988, as amended, permits, and in some cases requires, the indemnification of officers, directors and employees of the Company. Section 3.1 of our bylaws provides that we shall indemnify any director or officer of the Company who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including actions or suits by or in the right of the Company, its shareholders or otherwise, by reason of the fact that he or she is or was a director or officer of the Company or is or was serving at the request of the Company as a director, officer, partner, fiduciary or trustee of another corporation, partnership, joint venture, trust, employee benefit plan or other enterprise to the fullest extent permitted by law, including, without limitation, against expenses (including legal fees), damages, punitive damages, judgments, penalties, fines and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such proceedings unless the act or failure to act giving rise to the claim is finally determined by a court to have constituted willful misconduct or recklessness. Section 3.1 also provides that, if an authorized representative is not entitled to indemnification for a portion of liabilities to which he or she may be subject, the Company will indemnify the person to the maximum extent permitted for the remaining portion of the liabilities.

The bylaws of each of Clinton Hospital Corporation and Coatesville Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Pennsylvania Business Corporation Law of 1988.

South Carolina

QHG of South Carolina, Inc. and QHG of Spartanburg, Inc. are incorporated under the laws of the State of South Carolina.

Reference is made to Chapter 8, Article 5 of Title 33 of the 1976 Code of Laws of South Carolina as amended, which provides for indemnification of officers and directors of South Carolina corporations in certain instances in connection with legal proceedings involving any such persons because of being or having been an officer or director.

The bylaws of QHG of South Carolina, Inc. and QHG of Spartanburg, Inc. provide for the indemnification of directors and officers to the fullest extent permitted by the 1976 Code of Laws of South Carolina as amended.

Tennessee

Brownsville Hospital Corporation, Cleveland Hospital Corporation, Dyersburg Hospital Corporation, Hospital of Morristown, Inc., Jackson Hospital Corporation (TN), Lakeway Hospital Corporation, Lexington Hospital Corporation, Martin Hospital Corporation, McNairy Hospital Corporation and Shelbyville Hospital Corporation are incorporated under the laws of the State of Tennessee.

Section 48-18-507 of the Tennessee Business Corporation Act permits a corporation to indemnify: (1) an officer of the corporation who is not a director is entitled to mandatory indemnification and is entitled to apply for court-ordered indemnification, in each case to the same extent as a director; (2) the corporation may indemnify and advance expenses under this part to an officer, employee, or agent of the corporation who is not a director to the same extent as to a director; and (3) a corporation may also indemnify and advance expenses to an officer, employee, or agent who is not a director to the extent, consistent with public policy, that may be provided by its charter, bylaws, general or specific action of its board of directors, or contract.

The bylaws of each of each of Brownsville Hospital Corporation, Cleveland Hospital Corporation, Dyersburg Hospital Corporation, Hospital of Morristown, Inc., Jackson Hospital Corporation (TN), Lakeway Hospital Corporation, Lexington Hospital Corporation, Martin Hospital Corporation, McNairy Hospital Corporation and Shelbyville Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Tennessee Business Corporation Act.

Texas

Big Bend Hospital Corporation, Big Spring Hospital Corporation, Granbury Hospital Corporation, Jourdanton Hospital Corporation, Weatherford Hospital Corporation and Weatherford Texas Hospital Company, LLC are incorporated or organized under the laws of the State of Texas.

Section 2.20 of the Texas Limited Liability Company Act permits a limited liability company to indemnify members, managers, officers and other persons and purchase and maintain liability insurance for such persons, subject to such standards, and restrictions, if any, as are set forth in its articles of organization or in its regulation.

Under Article 2.02-1 of the Texas Business Corporation Act, a corporation may indemnify a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding because the person is or was a director only if it is determined in accordance with Section F of this article that the person: (1) conducted himself in good faith; (2) reasonably believed: (a) in the case of conduct in his official capacity as a director of the corporation, that his conduct was in the corporation's best interests; and (b) in all other cases, that his conduct was at least not opposed to the corporation's best interests; and (3) in the case of any criminal proceeding, had no reasonable cause to believe his conduct was unlawful.

The Limited Liability Company Agreement of Weatherford Texas Hospital Company, LLC provides for the indemnification of any member, manager, officer or employee to the fullest extent permitted by the Texas Limited Liability Company Act.

The bylaws of Big Bend Hospital Corporation, Big Spring Hospital Corporation, Granbury Hospital Corporation, Jourdanton Hospital Corporation and Weatherford Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Texas Business Corporation Act.

Utah

Tooele Hospital Corporation is incorporated under the laws of the State of Utah.

Section 16-10a-902 of the Utah Revised Business Corporation Act (the "Revised Act") provides that a corporation may indemnify any individual who was, is, or is threatened to be made a named defendant or respondent (a "Party") in any threatened, pending or completed action, suit or proceeding, whether civil,

criminal, administrative or investigative and whether formal or informal (a "Proceeding"), because he or she is or was a director of the corporation or, while a director of the corporation, is or was serving at its request as a director, officer, partner, trustee, employee, fiduciary or agent of another corporation or other person or of an employee benefit plan (an "Indemnifiable Director"), against any obligation incurred with respect to a Proceeding, including any judgment, settlement, penalty, fine or reasonable expenses (including attorneys' fees), incurred in the Proceeding if his or her conduct was in good faith, he or she reasonably believed that his or her conduct was in, or not opposed to, the best interests of the corporation, and, in the case of any criminal Proceeding, had no reasonable cause to believe such conduct was unlawful; provided, however, that pursuant to Subsection 902(4): (i) indemnification under Section 902 in connection with a Proceeding by or in the right of the corporation is limited to payment of reasonable expenses (including attorneys' fees) incurred in connection with the Proceeding and (ii) the corporation may not indemnify an Indemnifiable Director in connection with a Proceeding by or in the right of the corporation in which the Indemnifiable Director was adjudged liable to the corporation, or in connection with any other Proceeding charging that the Indemnifiable Director derived an improper personal benefit, whether or not involving action in his or her official capacity, in which Proceeding he or she was adjudged liable on the basis that he or she derived an improper personal benefit.

Section 16-10a-903 of the Revised Act provides that, unless limited by its articles of incorporation, a corporation shall indemnify an Indemnifiable Director who was successful, on the merits or otherwise, in the defense of any Proceeding, or in the defense of any claim, issue or matter in the Proceeding, to which he or she was a Party because he or she is or was an Indemnifiable Director of the corporation, against reasonable expenses (including attorneys' fees) incurred in connection with the Proceeding or claim with respect to which he or she has been successful.

The Certificate of Incorporation of Tooele Hospital Corporation, provides, to the fullest extent authorized by the Utah Revised Business Corporation Act, for the indemnification of any member, manager, officer or employee of the company from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, manager, officer or employee of the company.

Virginia

Emporia Hospital Corporation, Franklin Hospital Corporation, and Virginia Hospital Company, LLC are incorporated or organized under the laws of State of Virginia.

Section 13.1-1009 of the Virginia Limited Liability Company Act permits a limited liability company to indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever, and to pay for or reimburse any member or manager or other person for reasonable expenses incurred by such a person who is a party to a proceeding in advance of final disposition of the proceeding.

Article 10 of Chapter 9 of Title 13.1 of the Code of Virginia, as amended, permits a Virginia corporation to indemnify any director or officer for reasonable expenses incurred in any legal proceeding in advance of final disposition of the proceeding, if the director or officer furnishes the corporation with a written statement of his or her good faith belief that he or she has met the standard of conduct prescribed by the Code of Virginia and furnishes the corporation with a written undertaking to repay any funds advanced if it is ultimately determined that he or she did not meet the relevant standard of conduct. In addition, a corporation is permitted to indemnify a director or officer against liability incurred in a proceeding if a determination has been made by the disinterested members of the board of directors, special legal counsel or shareholders that the director or officer conducted himself or herself in good faith and otherwise met the required standard of conduct. In a proceeding by or in the right of the corporation, no indemnification shall be made in respect of any matter as to which a director or officer is adjudged to be liable to the corporation, except for reasonable expenses incurred in connection with the proceeding if it is determined that the director or officer has met the relevant standard of conduct. In any other proceeding, no indemnification shall be made if the director or officer is adjudged liable to the corporation on the basis that he or she improperly received a personal benefit. Corporations are given the power to make any other

or further indemnity, including advance of expenses, to any director or officer that may be authorized by the articles of incorporation or any bylaw made by the shareholders, or any resolution adopted, before or after the event, by the shareholders, except an indemnity against willful misconduct or a knowing violation of the criminal law. Unless limited by its articles of incorporation, indemnification against the reasonable expenses incurred by a director or officer is mandatory when he or she entirely prevails in the defense of any proceeding to which he or she is a party because he or she is or was a director or officer.

The Limited Liability Company Agreement of Virginia Hospital Company, LLC provide, to the fullest extent authorized by the Virginia Limited Liability Company Act, for the indemnification of any member, manager, officer or employee of the companies from and against any and all claims and demands arising by reason of the fact that such person is, or was, a member, manager, officer or employee of the companies.

The bylaws of each of Emporia Hospital Corporation and Franklin Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Code of Virginia.

West Virginia

Oak Hill Hospital Corporation is incorporated under the laws of the State of West Virginia.

Section 31D-8-851 permits a corporation to indemnify an individual who is a party to a proceeding because he or she is a director or officer against liability incurred in the proceeding if He or she conducted himself or herself in good faith and reasonably believed that his or her conduct was in the best interests of the corporation or at least not opposed to the best interests of the corporation; and in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation.

The bylaws of Oak Hill Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the West Virginia Business Corporation Act.

Wyoming

Evanston Hospital Corporation is incorporated under the laws of the State of Wyoming.

Section 17-16-851 of the Wyoming Business Corporation Act permits a corporation to indemnify an individual who is a party to a proceeding because he is a director or officer against liability incurred in the proceeding if he conducted himself in good faith and reasonably believed that his conduct was in or at least not opposed to the corporation's best interests; and in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful; or engaged in conduct for which broader indemnification has been made permissible or obligatory under a provision of the articles of incorporation.

The bylaws of Evanston Hospital Corporation provide for the indemnification of directors and officers to the fullest extent permitted by the Wyoming Business Corporation Act.

Item 21. Exhibits and Financial Statement Schedules.

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of March 19, 2007, by and among Triad Hospitals, Inc., Community Health Systems, Inc. and FWCT-1 Acquisition Corporation (incorporated by reference to Exhibit 2.1 to Community Health Systems, Inc.'s Current Report on Form 8-K filed March 19, 2007 (No. 001-15925))
3.1#	Restated Certificate of Incorporation of CHS/Community Health Systems, Inc., as amended on May 10, 1994, and further amended on May 5, 1995 and February 24, 2000
3.2#	Bylaws of CHS/Community Health Systems, Inc.
3.3	Form of Restated Certificate of Incorporation of Community Health Systems, Inc. (incorporated by reference to Exhibit 3.1 to Amendment No. 4 to Community Health Systems, Inc.'s Registration Statement on Form S-1/A filed June 8, 2000 (No. 333-31790))
3.4	Certificate of Amendment to the Restated Certificate of Incorporation of Community Health Systems, Inc., dated May 18, 2010 (incorporated by reference to Exhibit 3.2 to Community Health Systems, Inc.'s Current Report on Form 8-K filed May 20, 2010 (No. 001-15925))
3.5	Amended and Restated Bylaws of Community Health Systems, Inc. (as of February 27, 2008) (incorporated by reference to Exhibit 3(ii).1 to Community Health Systems, Inc.'s Current Report on Form 8-K filed February 29, 2008 (No. 001-15925))
3.6#	Certificate of Formation of Abilene Hospital, LLC
3.7#	Master Agreement of Abilene Hospital, LLC
3.8#	Certificate of Formation of Abilene Merger, LLC
3.9#	Master Agreement of Abilene Merger, LLC
3.10#	Certificate of Incorporation of Anna Hospital Corporation
3.11#	Bylaws of Anna Hospital Corporation
3.12*	Certificate of Formation of Berwick Hospital Company, LLC
3.13*	Amended and Restated Limited Liability Company Agreement of Berwick Hospital Company, LLC
3.14#	Certificate of Incorporation of Big Bend Hospital Corporation
3.15#	Bylaws of Big Bend Hospital Corporation
3.16#	Certificate of Incorporation of Big Spring Hospital Corporation
3.17#	Bylaws of Big Spring Hospital Corporation
3.18*	Certificate of Formation of Birmingham Holdings II, LLC
3.19*	Limited Liability Company Agreement of Birmingham Holdings II, LLC
3.20#	Certificate of Formation of Birmingham Holdings, LLC
3.21#	Limited Liability Company Agreement of Birmingham Holdings, LLC
3.22*	Certificate of Formation of Bluefield Holdings, LLC
3.23*	Limited Liability Company Agreement of Bluefield Holdings, LLC
3.24*	Certificate of Formation of Bluefield Hospital Company, LLC
3.25*	Limited Liability Company Agreement of Bluefield Hospital Company, LLC

Exhibit No.	Description
3.26#	Certificate of Formation of Bluffton Health System, LLC, as amended on May 9, 2000, and further amended on June 12, 2001
3.27#	Limited Liability Company Agreement of Bluffton Health System, LLC
3.28#	Certificate of Incorporation of Brownsville Hospital Corporation
3.29#	Bylaws of Brownsville Hospital Corporation
3.30#	Certificate of Limited Partnership of Brownwood Hospital, L.P.
3.31#	Management Agreement of Brownwood Hospital, L.P.
3.32#	Certificate of Formation of Brownwood Medical Center, LLC
3.33#	Amended and Restated Limited Liability Company Agreement of Brownwood Medical Center, LLC
3.34*	Certificate of Incorporation of Bullhead City Hospital Corporation
3.35*	Bylaws of Bullhead City Hospital Corporation
3.36*	Restated Certificate of Incorporation of Bullhead City Hospital Investment Corporation, as amended on September 13, 2008
3.37*	Bylaws of Bullhead City Hospital Investment Corporation
3.38#	Certificate of Formation of Carlsbad Medical Center, LLC
3.39#	Second Amended and Restated Limited Liability Company Agreement of Carlsbad Medical Center, LLC
3.40#	Certificate of Incorporation of Centre Hospital Corporation
3.41#	Bylaws of Centre Hospital Corporation
3.42#	Certificate of Formation of CHHS Holdings, LLC, as amended on September 26, 2007
3.43#	Limited Liability Company Agreement of CHHS Holdings, LLC
3.44*	Certificate of Formation of CHS Kentucky Holdings, LLC
3.45*	Limited Liability Company Agreement of CHS Kentucky Holdings, LLC
3.46*	Certificate of Formation of CHS Pennsylvania Holdings, LLC
3.47*	Limited Liability Company Agreement of CHS Pennsylvania Holdings, LLC
3.48*	Certificate of Formation of CHS Virginia Holdings, LLC
3.49*	Limited Liability Company Agreement of CHS Virginia Holdings, LLC
3.50*	Certificate of Formation of CHS Washington Holdings, LLC
3.51*	Limited Liability Company Agreement of CHS Washington Holdings, LLC
3.52#	Restated Certificate of Incorporation of CHS/Community Health Systems, Inc., as amended on May 10, 1994, and further amended on May 5, 1995 and February 24, 2000
3.53#	Bylaws of CHS/Community Health Systems, Inc.
3.54#	Certificate of Formation of Clarksville Holdings, LLC
3.55#	Limited Liability Company Agreement of Clarksville Holdings, LLC
3.56#	Certificate of Incorporation of Cleveland Hospital Corporation, as amended on February 8, 1995
3.57#	Bylaws of Cleveland Hospital Corporation

Exhibit No.	Description
3.58*	Certificate of Formation of Cleveland Tennessee Hospital Company, LLC, as amended on October 16, 2008
3.59*	Limited Liability Company Agreement of Cleveland Tennessee Hospital Company, LLC
3.60#	Certificate of Incorporation of Clinton Hospital Corporation
3.61#	Bylaws of Clinton Hospital Corporation
3.62#	Certificate of Incorporation of Coatesville Hospital Corporation
3.63#	Bylaws of Coatesville Hospital Corporation
3.64#	Certificate of Limited Partnership of College Station Hospital, L.P.
3.65#	Agreement of Limited Partnership of College Station Hospital, L.P.
3.66#	Certificate of Formation of College Station Medical Center, LLC
3.67#	Limited Liability Company Agreement of College Station Medical Center, LLC
3.68#	Certificate of Formation of College Station Merger, LLC
3.69#	Limited Liability Company Agreement of College Station Merger, LLC
3.70#	Certificate of Incorporation of Community GP Corp.
3.71#	Bylaws of Community GP Corp.
3.72#	Restated Certificate of Formation of Community Health Investment Company, LLC
3.73#	Limited Liability Company Agreement of Community Health Investment Company, LLC
3.74#	Certificate of Incorporation of Community LP Corp.
3.75#	Bylaws of Community LP Corp.
3.76#	Certificate of Formation of CP Hospital GP, LLC
3.77#	Limited Liability Company Agreement of CP Hospital GP, LLC
3.78#	Certificate of Formation of CPLP, LLC
3.79#	Limited Liability Company Agreement of CPLP, LLC
3.80#	Second Amended and Restated Certificate of Formation of Crestwood Hospital, LLC
3.81#	Second Amended and Restated Limited Liability Company Agreement of Crestwood Hospital, LLC
3.82#	Second Amended and Restated Certificate of Formation of Crestwood Hospital LP, LLC
3.83#	Amended and Restated Limited Liability Company Agreement of Crestwood Hospital LP, LLC
3.84#	Certificate of Formation of CSMC, LLC
3.85#	Amended and Restated Limited Liability Company Agreement of CSMC, LLC
3.86#	Certificate of Formation of CSRA Holdings, LLC
3.87#	Limited Liability Company Agreement of CSRA Holdings, LLC
3.88#	Amended and Restated Certificate of Formation of Deaconess Holdings, LLC
3.89#	Amended and Restated Limited Liability Company Agreement of Deaconess Holdings, LLC
3.90#	Certificate of Formation of Deaconess Hospital Holdings, LLC

Exhibit No.	Description
3.91#	Amended and Restated Limited Liability Company Agreement of Deaconess Hospital Holdings, LLC
3.92#	Certificate of Incorporation of Deming Hospital Corporation
3.93#	Bylaws of Deming Hospital Corporation
3.94#	Certificate of Formation of Desert Hospital Holdings, LLC
3.95#	Limited Liability Company Agreement of Desert Hospital Holdings, LLC
3.96#	Certificate of Formation of Detar Hospital, LLC
3.97#	Amended and Restated Limited Liability Company Agreement of Detar Hospital, LLC
3.98*	Certificate of Formation of DHFW Holdings, LLC
3.99*	Limited Liability Company Agreement of DHFW Holdings, LLC
3.100*	Certificate of Formation of DHSC, LLC
3.101*	Limited Liability Company Agreement of DHSC, LLC
3.102#	Amended and Restated Certificate of Formation of Dukes Health System, LLC
3.103#	Amended and Restated Limited Liability Company Agreement of Dukes Health System, LLC
3.104#	Certificate of Incorporation of Dyersburg Hospital Corporation
3.105#	Bylaws of Dyersburg Hospital Corporation
3.106#	Certificate of Incorporation of Emporia Hospital Corporation
3.107#	Bylaws of Emporia Hospital Corporation
3.108#	Certificate of Incorporation of Evanston Hospital Corporation
3.109#	Bylaws of Evanston Hospital Corporation
3.110#	Certificate of Incorporation of Fallbrook Hospital Corporation
3.111#	Bylaws of Fallbrook Hospital Corporation
3.112#	Certificate of Incorporation of Foley Hospital Corporation
3.113#	Bylaws of Foley Hospital Corporation
3.114#	Certificate of Formation of Forrest City Arkansas Hospital Company, LLC
3.115#	First Amendment to Operating Agreement of Forrest City Arkansas Hospital Company, LLC
3.116#	Certificate of Incorporation of Forrest City Hospital Corporation
3.117#	Bylaws of Forrest City Hospital Corporation
3.118#	Certificate of Incorporation of Fort Payne Hospital Corporation
3.119#	Bylaws of Fort Payne Hospital Corporation
3.120#	Certificate of Incorporation of Frankfort Health Partner, Inc.
3.121#	Bylaws of Frankfort Health Partner, Inc.
3.122#	Certificate of Incorporation of Franklin Hospital Corporation
3.123#	Bylaws of Franklin Hospital Corporation

Exhibit No.	Description
3.124#	Certificate of Formation of Gadsden Regional Medical Center, LLC
3.125#	Limited Liability Company Agreement of Gadsden Regional Medical Center, LLC
3.126#	Certificate of Incorporation of Galesburg Hospital Corporation
3.127#	Bylaws of Galesburg Hospital Corporation
3.128#	Certificate of Incorporation of Granbury Hospital Corporation
3.129#	Bylaws of Granbury Hospital Corporation
3.130#	Certificate of Incorporation of Granite City Hospital Corporation
3.131#	Bylaws of Granite City Hospital Corporation
3.132#	Certificate of Formation of Granite City Illinois Hospital Company, LLC
3.133#	Limited Liability Company Operating Agreement of Granite City Illinois Hospital Company, LLC
3.134#	Certificate of Incorporation of Greenville Hospital Corporation
3.135#	Bylaws of Greenville Hospital Corporation
3.136#	Certificate of Formation of GRMC Holdings, LLC
3.137#	Limited Liability Company Agreement of GRMC Holdings, LLC
3.138*	Certificate of Formation of Hallmark Healthcare Company, LLC
3.139*	Limited Liability Company Agreement of Hallmark Healthcare Company, LLC
3.140#	Certificate of Formation of Hobbs Medco, LLC
3.141#	Limited Liability Company Agreement of Hobbs Medco, LLC
3.142#	Certificate of Incorporation of Hospital of Barstow, Inc.
3.143#	Bylaws of Hospital of Barstow, Inc.
3.144#	Certificate of Incorporation of Hospital of Fulton, Inc.
3.145#	Bylaws of Hospital of Fulton, Inc.
3.146#	Certificate of Incorporation of Hospital of Louisa, Inc.
3.147#	Bylaws of Hospital of Louisa, Inc.
3.148#	Certificate of Incorporation of Hospital of Morristown, Inc.
3.149#	Bylaws of Hospital of Morristown, Inc.
3.150#	Certificate of Incorporation of Jackson Hospital Corporation (a Kentucky corporation)
3.151#	Bylaws of Jackson Hospital Corporation (a Kentucky corporation)
3.152#	Certificate of Incorporation of Jackson Hospital Corporation (a Tennessee corporation)
3.153#	Bylaws of Jackson Hospital Corporation (a Tennessee corporation)
3.154#	Certificate of Incorporation of Jourdanton Hospital Corporation
3.155#	Bylaws of Jourdanton Hospital Corporation
3.156#	Certificate of Incorporation of Kay County Hospital Corporation
3.157#	Bylaws of Kay County Hospital Corporation

Exhibit No.	Description
3.158#	Certificate of Formation of Kay County Oklahoma Hospital Company, LLC
3.159#	First Amendment to Operating Agreement of Kay County Oklahoma Hospital Company, LLC
3.160*	Certificate of Formation of Kirksville Hospital Company, LLC
3.161*	Amended and Restated Limited Liability Company Agreement of Kirksville Hospital Company, LLC
3.162#	Certificate of Incorporation of Lakeway Hospital Corporation, as amended on September 5, 2006
3.163#	Bylaws of Lakeway Hospital Corporation
3.164#	Certificate of Incorporation of Lancaster Hospital Corporation
3.165#	Bylaws of Lancaster Hospital Corporation
3.166#	Certificate of Formation of Las Cruces Medical Center, LLC
3.167#	Amended and Restated Limited Liability Company Agreement of Las Cruces Medical Center, LLC
3.168#	Certificate of Formation of Lea Regional Hospital, LLC
3.169#	Amended and Restated Limited Liability Company Agreement of Lea Regional Hospital, LLC
3.170#	Certificate of Incorporation of Lexington Hospital Corporation
3.171#	Bylaws of Lexington Hospital Corporation
3.172#	Certificate of Formation of Longview Merger, LLC
3.173#	Limited Liability Company Agreement of Longview Merger, LLC
3.174#	Certificate of Formation of LRH, LLC
3.175#	Amended and Restated Limited Liability Company Agreement of LRH, LLC
3.176#	Restated Certificate of Formation of Lutheran Health Network of Indiana, LLC
3.177#	Second Amended and Restated Limited Liability Company Agreement of Lutheran Health Network of Indiana, LLC
3.178#	Certificate of Incorporation of Marion Hospital Corporation
3.179#	Bylaws of Marion Hospital Corporation
3.180#	Certificate of Incorporation of Martin Hospital Corporation
3.181#	Bylaws of Martin Hospital Corporation
3.182*	Restated Certificate of Formation of Massillon Community Health System LLC
3.183*	Amended and Restated Limited Liability Company Agreement of Massillon Community Health System LLC
3.184#	Certificate of Formation of Massillon Health System LLC, as amended on May 10, 2000, and further amended on June 12, 2001
3.185#	Second Amended and Restated Operating Agreement of Massillon Health System LLC
3.186*	Certificate of Formation of Massillon Holdings, LLC
3.187*	Limited Liability Company Agreement of Massillon Holdings, LLC
3.188*	Certificate of Formation of McKenzie Tennessee Hospital Company, LLC
3.189*	Amended and Restated Limited Liability Company Agreement of McKenzie Tennessee Hospital Company, LLC

Exhibit No.	Description
3.190#	Certificate of Incorporation of McNairy Hospital Corporation
3.191#	Bylaws of McNairy Hospital Corporation
3.192*	Certificate of Formation of MCSA, L.L.C.
3.193*	Third Amended and Restated Limited Liability Company Agreement of MCSA, L.L.C.
3.194#	Certificate of Formation of Medical Center of Brownwood, LLC
3.195#	Amended and Restated Limited Liability Company Agreement of Medical Center of Brownwood, LLC
3.196*	Certificate of Formation of Merger Legacy Holdings, LLC
3.197*	Limited Liability Company Agreement of Merger Legacy Holdings, LLC
3.198#	Certificate of Formation of MMC of Nevada, LLC
3.199#	Amended and Restated of MMC of Nevada, LLC
3.200#	Certificate of Formation of Moberly Hospital Company, LLC
3.201#	Amended and Restated Limited Liability Company Agreement of Moberly Hospital Company, LLC
3.202*	Certificate of Formation of MWMC Holdings, LLC
3.203*	Amended and Restated Limited Liability Company Agreement of MWMC Holdings, LLC
3.204*	Certificate of Formation of Nanticoke Hospital Company, LLC
3.205*	Limited Liability Company Agreement of Nanticoke Hospital Company, LLC
3.206*	Certificate of Incorporation of National Healthcare of Leesville, Inc., as amended on January 7, 1987
3.207*	Bylaws of National Healthcare of Leesville, Inc.
3.208#	Certificate of Incorporation of Mt. Vernon, Inc.
3.209#	Bylaws of National Healthcare of Mt. Vernon, Inc.
3.210#	Certificate of Incorporation of National Healthcare of Newport, Inc.
3.211#	Bylaws of National Healthcare of Newport, Inc.
3.212#	Certificate of Limited Partnership of Navarro Hospital, L.P.
3.213#	Agreement of Limited Partnership of Navarro Hospital, L.P.
3.214#	Certificate of Formation of Navarro Regional, LLC
3.215#	Amended and Restated Limited Liability Company Agreement of Navarro Regional, LLC
3.216*	Certificate of Formation of NC-DSH, LLC
3.217*	Operating Agreement of NC-DSH, LLC
3.218*	Certificate of Formation of Northampton Hospital Company, LLC
3.219*	Amended and Restated Limited Liability Company Agreement of Northampton Hospital Company, LLC
3.220*	Certificate of Formation of Northwest Hospital, LLC
3.221*	Limited Liability Company Agreement of Northwest Hospital, LLC
3.222*	Certificate of Formation of NOV Holdings, LLC

Exhibit No.	Description
3.223*	Limited Liability Company Agreement of NOV Holdings, LLC
3.224#	Certificate of Formation of NRH, LLC
3.225#	Amended and Restated Limited Liability Company Agreement of NRH, LLC
3.226#	Certificate of Incorporation of Oak Hill Hospital Corporation
3.227#	Bylaws of Oak Hill Hospital Corporation
3.228*	Amended and Restated Certificate of Formation of Oro Valley Hospital, LLC
3.229*	Limited Liability Company Agreement of Oro Valley Hospital, LLC
3.230#	Second Amended and Restated Certificate of Formation of Palmer-Wasilla Health System, LLC
3.231#	Amended and Restated Limited Liability Company Agreement of Palmer-Wasilla Health System, LLC
3.232#	Certificate of Incorporation of Payson Hospital Corporation
3.233#	Bylaws of Payson Hospital Corporation
3.234*	Certificate of Formation of Pennsylvania Hospital Company, LLC, as amended on November 12, 2003, and further amended on September 26, 2007
3.235#	Limited Liability Company Agreement of Pennsylvania Hospital Company, LLC
3.236#	Certificate of Incorporation of Phillips Hospital Corporation
3.237#	Bylaws of Phillips Hospital Corporation
3.238*	Certificate of Formation of Phoenixville Hospital Company, LLC, as amended on September 26, 2007
3.239#	Limited Liability Company Agreement of Phoenixville Hospital Company, LLC
3.240*	Certificate of Formation of Pottstown Hospital Company, LLC, as amended on November 5, 2003, and further amended on September 26, 2007
3.241#	Limited Liability Company Agreement of Pottstown Hospital Company, LLC
3.242*	Certificate of Formation of QHG Georgia Holdings II, LLC
3.243*	Limited Liability Company Agreement of QHG Georgia Holdings II, LLC
3.244#	Certificate of Incorporation of QHG Georgia Holdings, Inc.
3.245#	Bylaws of QHG Georgia Holdings, Inc.
3.246*	Certificate of Limited Partnership of QHG Georgia, LP
3.247*	Agreement of Limited Partnership of QHG Georgia, LP
3.248*	Certificate of Formation of QHG of Bluffton Company, LLC
3.249*	Limited Liability Company Agreement of QHG of Bluffton Company, LLC
3.250#	Certificate of Incorporation of QHG of Clinton County, Inc.
3.251#	Bylaws of QHG of Clinton County, Inc.
3.252#	Certificate of Incorporation of QHG of Enterprise, Inc.
3.253#	Bylaws of QHG of Enterprise, Inc.
3.254#	Certificate of Incorporation of QHG of Forrest County, Inc.

Exhibit No.	Description
3.255#	Bylaws of QHG of Forrest County, Inc.
3.256#	Certificate of Formation of QHG of Fort Wayne Company, LLC
3.257#	Limited Liability Company Agreement of QHG of Fort Wayne Company, LLC
3.258#	Certificate of Incorporation of QHG of Hattiesburg, Inc.
3.259#	Bylaws of QHG of Hattiesburg, Inc.
3.260#	Certificate of Incorporation of QHG of Massillon, Inc.
3.261#	Bylaws of QHG of Massillon, Inc.
3.262#	Certificate of Incorporation of QHG of South Carolina, Inc.
3.263#	Bylaws of QHG of South Carolina, Inc.
3.264#	Certificate of Incorporation of QHG of Spartanburg, Inc.
3.265#	Bylaws of QHG of Spartanburg, Inc.
3.266#	Certificate of Incorporation of QHG of Springdale, Inc.
3.267#	Bylaws of QHG of Springdale, Inc.
3.268*	Certificate of Formation of QHG of Warsaw Company, LLC
3.269*	Limited Liability Company Agreement of QHG of Warsaw Company, LLC
3.270#	Certificate of Formation of Quorum Health Resources, LLC, as amended on February 8, 2000, and further amended on June 12, 2001
3.271#	Limited Liability Company Agreement of Quorum Health Resources, LLC
3.272#	Certificate of Incorporation of Red Bud Hospital Corporation
3.273#	Bylaws of Red Bud Hospital Corporation
3.274#	Certificate of Formation of Red Bud Illinois Hospital Company, LLC
3.275#	Limited Liability Company Operating Agreement of Red Bud Illinois Hospital Company, LLC
3.276#	Certificate of Formation of Regional Hospital of Longview, LLC
3.277#	Amended and Restated Limited Liability Company Agreement of Regional Hospital of Longview, LLC
3.278#	Certificate of Formation of River Region Medical Corporation
3.279#	Amended and Restated Bylaws of River Region Medical Corporation
3.280#	Certificate of Incorporation of Roswell Hospital Corporation
3.281#	Bylaws of Roswell Hospital Corporation
3.282#	Certificate of Incorporation of Ruston Hospital Corporation
3.283#	Bylaws of Ruston Hospital Corporation
3.284#	Certificate of Formation of Ruston Louisiana Hospital Company, LLC, as amended on September 26, 2007
3.285#	Limited Liability Company Operating Agreement of Ruston Louisiana Hospital Company, LLC
3.286#	Certificate of Formation of SACMC, LLC

Exhibit No.	Description
3.287#	Amended and Restated Limited Liability Company Agreement of SACMC, LLC
3.288#	Certificate of Incorporation of Salem Hospital Corporation
3.289#	Bylaws of Salem Hospital Corporation
3.290#	Certificate of Formation of San Angelo Community Medical Center, LLC
3.291#	Amended and Restated Limited Liability Company Agreement of San Angelo Community Medical Center, LLC
3.292#	Certificate of Formation of San Angelo Medical, LLC
3.293#	Limited Liability Company Agreement of San Angelo Medical, LLC
3.294#	Certificate of Incorporation of San Miguel Hospital Corporation
3.295#	Bylaws of San Miguel Hospital Corporation
3.296*	Certificate of Formation of Scranton Holdings, LLC
3.297*	Limited Liability Company Agreement of Scranton Holdings, LLC
3.298*	Certificate of Formation of Scranton Hospital Company, LLC
3.299*	Limited Liability Company Agreement of Scranton Hospital Company, LLC
3.300#	Certificate of Incorporation of Shelbyville Hospital Corporation
3.301#	Bylaws of Shelbyville Hospital Corporation
3.302*	Certificate of Formation of Siloam Springs Arkansas Hospital Company, LLC
3.303*	Limited Liability Company Agreement of Siloam Springs Arkansas Hospital Company, LLC
3.304*	Certificate of Formation of Siloam Springs Holdings, LLC
3.305*	Limited Liability Company Agreement of Siloam Springs Holdings, LLC
3.306#	Certificate of Formation of Southern Texas Medical Center, LLC
3.307#	Limited Liability Company Agreement of Southern Texas Medical Center, LLC
3.308*	Certificate of Formation of Spokane Valley Washington Hospital Company, LLC
3.309*	Limited Liability Company Agreement of Spokane Valley Washington Hospital Company, LLC
3.310*	Certificate of Formation of Spokane Washington Hospital Company, LLC
3.311*	Limited Liability Company Agreement of Spokane Washington Hospital Company, LLC
3.312*	Certificate of Formation of Tennyson Holdings, LLC
3.313**	Limited Liability Company Agreement of Tennyson Holdings, LLC
3.314**	Certificate of Formation of Tomball Texas Holdings, LLC
3.315**	Limited Liability Company Agreement of Tomball Texas Holdings, LLC
3.316**	Certificate of Formation of Tomball Texas Hospital Company, LLC
3.317**	Limited Liability Company Agreement of Tomball Texas Hospital Company, LLC
3.318#	Certificate of Incorporation of Tooele Hospital Corporation
3.319#	Bylaws of Tooele Hospital Corporation
3.320#	Restated Certificate of Incorporation of Triad Healthcare Corporation

Exhibit No.	Description
3.321#	Bylaws of Triad Healthcare Corporation
3.322#	Certificate of Formation of Triad Holdings III, LLC
3.323#	Bylaws of Triad Holdings III, LLC
3.324#	Second Amended and Restated Certificate of Formation of Triad Holdings IV, LLC
3.325#	Second Amended and Restated Limited Liability Company Agreement of Triad Holdings IV, LLC
3.326#	Certificate of Formation of Triad Holdings V, LLC
3.327#	Limited Liability Company Agreement of Triad Holdings V, LLC
3.328**	Certificate of Formation of Triad Nevada Holdings, LLC
3.329**	Limited Liability Company Agreement of Triad Nevada Holdings, LLC
3.330#	Second Amended and Restated Certificate of Formation of Triad of Alabama, LLC
3.331#	Amended and Restated Limited Liability Company Agreement of Triad of Alabama, LLC
3.332#	Second Amended and Restated Certificate of Formation of Triad of Oregon, LLC
3.333#	Amended and Restated Limited Liability Company Agreement of Triad of Oregon, LLC
3.334#	Certificate of Formation of Triad-ARMC, LLC
3.335#	Limited Liability Company Agreement of Triad-ARMC, LLC
3.336#	Certificate of Incorporation of Triad-El Dorado, Inc., as amended on May 10, 1999
3.337#	Bylaws of Triad-El Dorado, Inc.
3.338#	Certificate of Formation of Triad-Navarro Regional Hospital Subsidiary, LLC
3.339#	Limited Liability Company Agreement of Triad-Navarro Regional Hospital Subsidiary, LLC
3.340**	Certificate of Formation of Tunkhannock Hospital Company, LLC
3.341**	Limited Liability Company Agreement of Tunkhannock Hospital Company, LLC
3.342#	Certificate of Formation of VHC Medical, LLC
3.343#	Limited Liability Company Agreement of VHC Medical, LLC
3.344#	Certificate of Formation of Vicksburg Healthcare, LLC, as amended on May 9, 2000, and further amended on June 12, 2001
3.345#	Second Amended and Restated Operating Agreement of Vicksburg Healthcare, LLC
3.346#	Certificate of Formation of Victoria Hospital, LLC
3.347#	Amended and Restated Limited Liability Company Agreement of Victoria Hospital, LLC
3.348#	Certificate of Limited Partnership of Victoria of Texas, L.P.
3.349#	Agreement of Limited Partnership of Victoria of Texas, L.P.
3.350#	Certificate of Formation of Virginia Hospital Company, LLC
3.351#	Limited Liability Company Agreement of Virginia Hospital Company, LLC
3.352**	Certificate of Formation of Warren Ohio Hospital Company, LLC
3.353**	Limited Liability Company Agreement of Warren Ohio Hospital Company, LLC
3.354**	Certificate of Formation of Warren Ohio Rehab Hospital Company, LLC

Exhibit No.	Description
3.355**	Limited Liability Company Agreement of Warren Ohio Rehab Hospital Company, LLC
3.356#	Certificate of Incorporation of Watsonville Hospital Corporation
3.357#	Bylaws of Watsonville Hospital Corporation
3.358#	Certificate of Incorporation of Waukegan Hospital Corporation
3.359#	Bylaws of Waukegan Hospital Corporation
3.360#	Certificate of Formation of Waukegan Illinois Hospital Company, LLC
3.361#	First Amendment to Operating Agreement of Waukegan Illinois Hospital Company, LLC
3.362#	Certificate of Incorporation of Weatherford Hospital Corporation
3.363#	Bylaws of Weatherford Hospital Corporation
3.364#	Certificate of Formation of Weatherford Texas Hospital Company, LLC
3.365#	Limited Liability Company Agreement of Weatherford Texas Hospital Company, LLC
3.366#	Certificate of Incorporation of Webb Hospital Corporation
3.367#	Bylaws of Webb Hospital Corporation
3.368**	Certificate of Formation of Webb Hospital Holdings, LLC, as amended on November 12, 2003, and further amended on September 26, 2007
3.369#	Limited Liability Company Agreement of Webb Hospital Holdings, LLC
3.370**	Certificate of Formation of Wesley Health System, LLC, as amended on August 7, 1997, as further amended on May 9, 2000, and further amended on June 12, 2001
3.371**	Limited Liability Company Agreement of Wesley Health System, LLC
3.372**	Certificate of Formation of West Grove Hospital Company, LLC
3.373**	Amended and Restated Limited Liability Company Agreement of West Grove Hospital Company, LLC
3.374#	Certificate of Formation of WHMC, LLC
3.375#	Limited Liability Company Agreement of WHMC, LLC
3.376**	Certificate of Formation of Wilkes-Barre Behavioral Hospital Company, LLC
3.377**	Limited Liability Company Agreement of Wilkes-Barre Behavioral Hospital Company, LLC
3.378**	Certificate of Formation of Wilkes-Barre Holdings, LLC
3.379**	Limited Liability Company Agreement of Wilkes-Barre Holdings, LLC
3.380**	Certificate of Formation of Wilkes-Barre Hospital Company, LLC
3.381**	Limited Liability Company Agreement of Wilkes-Barre Hospital Company, LLC
3.382#	Certificate of Incorporation of Williamston Hospital Corporation
3.383#	Bylaws of Williamston Hospital Corporation
3.384#	Certificate of Formation of Women & Children's Hospital, LLC
3.385#	Amended and Restated Limited Liability Company Agreement of Women & Children's Hospital, LLC
3.386#	Certificate of Formation of Woodland Heights Medical Center, LLC

Exhibit No.	Description
3.387#	Amended and Restated Limited Liability Company Agreement of Woodland Heights Medical Center, LLC
3.388#	Second Amended and Restated Certificate of Formation of Woodward Health System, LLC
3.389#	Limited Liability Company Agreement of Woodward Health System, LLC
3.390**	Certificate of Formation of Youngstown Ohio Hospital Company, LLC
3.391**	Limited Liability Company Agreement of Youngstown Ohio Hospital Company, LLC
3.392#	Certificate of Formation of Peckville Hospital Company, LLC
3.393#	Limited Liability Company Agreement of Peckville Hospital Company, LLC
3.394#	Certificate of Formation of Scranton Quincy Holdings, LLC
3.395#	Limited Liability Company Agreement of Scranton Quincy Holdings, LLC
3.396#	Certificate of Formation of Scranton Quincy Hospital Company, LLC
3.397#	Limited Liability Company Agreement of Scranton Quincy Hospital Company, LLC
4.1	Form of Common Stock Certificate (incorporated by reference to Exhibit 4.1 to Amendment No. 2 to Community Health Systems, Inc.'s Registration Statement on Form S-1/A filed May 2, 2000 (No. 333-31790))
4.2	Senior Notes Indenture, dated as of July 25, 2007, by and among CHS/Community Health Systems, Inc., the Guarantors party thereto and U.S. Bank National Association, as Trustee (incorporated by reference to Exhibit 4.3 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925))
4.3	Form of 8 7/8% Senior Note due 2015 (included in Exhibit 4.2)
4.4	Registration Rights Agreement, dated as of July 25, 2007, by and among CHS/Community Health Systems, Inc., the Guarantors party thereto and the Initial Purchasers (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925))
4.5	Joinder to the Registration Rights Agreement dated as of July 25, 2007 (incorporated by reference to Exhibit 4.2 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925))
4.6	First Supplemental Indenture relating to the Triad Hospitals, Inc.'s 7% Senior Subordinated Notes due 2013, dated as of July 24, 2007, by and among Triad Hospitals, Inc. and The Bank of New York Trust Company, N.A. (incorporated by reference to Exhibit 4.7 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925))
4.7	Second Supplemental Indenture relating to Triad Hospitals, Inc.'s 7% Senior Notes due 2012, dated as of July 24, 2007, by and among Triad Hospitals, Inc. and The Bank of New York Trust Company, N.A. (incorporated by reference to Exhibit 4.6 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925))
4.8	First Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of July 25, 2007, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.4 to Community Health Systems, Inc.'s Current Report on Form 8-K filed July 30, 2007 (No. 001-15925))

Exhibit No.	Description
4.9	Second Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of December 31, 2007, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.7 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 filed February 27, 2009 (No. 001-15925))
4.10	Release of Certain Guarantors relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of January 30, 2008, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.8 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 filed February 27, 2009 (No. 001-15925))
4.11	Third Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of October 10, 2008, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.9 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 filed February 27, 2009 (No. 001-15925))
4.12	Fourth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of December 1, 2008, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.10 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 filed February 27, 2009 (No. 001-15925))
4.13	Release of Certain Guarantors relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of December 31, 2008, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.11 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 filed February 27, 2009 (No. 001-15925))
4.14	Fifth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of February 5, 2009, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.12 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 filed February 27, 2009 (No. 001-15925))
4.15	Sixth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of March 30, 2009, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2009 filed April 29, 2009 (No. 001-15925))
4.16	Release of Certain Guarantors relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of March 30, 2009, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2009 filed April 29, 2009 (No. 001-15925))
4.17	Seventh Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of June 30, 2009, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2009 filed July 31, 2009 (No. 001-15925))

Exhibit No.	Description
4.18	Release of Certain Guarantors relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of June 30, 2009, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2009 filed July 31, 2009 (No. 001-15925))
4.19	Release of Certain Guarantors relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of December 31, 2009, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.19 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2009 filed February 26, 2010 (No. 001-15925))
4.20	Eighth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of March 31, 2010, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2010 filed April 28, 2010 (No. 001-15925))
4.21	Release of Certain Guarantors relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of March 31, 2010, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2010 filed April 28, 2010 (No. 001-15925))
4.22	Release of Certain Guarantors relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of September 30, 2010, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2010 filed October 29, 2010 (No. 001-15925))
4.23	Ninth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of October 25, 2010, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.23 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2010 filed February 25, 2011 (No. 001-15925)
4.24	Release of Certain Guarantors relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of December 31, 2010, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.23 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2010 filed February 25, 2011 (No. 001-15925)
4.25	Tenth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of June 30, 2011, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2011 filed August 1, 2011 (No. 001-15925)
4.26	Release of Certain Guarantors relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of September 1, 2011, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2011 filed October 28, 2011 (No. 001-15925))

Exhibit No.	Description
4.27	Release of Certain Guarantors relating to CHS/Community Health Systems, Inc.'s 8 7/8% Senior Notes due 2015, dated as of September 30, 2011, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and U.S. Bank National Association (incorporated by reference to Exhibit 4.2 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2011 filed October 28, 2011 (No. 001-15925))
4.28	Senior Notes Indenture, dated as of November 22, 2011, by and among CHS/Community Health Systems, Inc., the Guarantors party thereto and U.S. Bank National Association, as Trustee*
4.29	Form of 8.00% Senior Note due 2019 (included in Exhibit 4.28)
5.1*	Opinion of Kirkland & Ellis LLP
5.2*	Opinion of Bradley Arant Boult Cummings LLP (Alabama law)
5.3*	Opinion of Kutak Rock LLP (Arkansas law)
5.4*	Opinion of Gammage & Burnham PLC (Arizona law)
5.5*	Opinion of King & Spaulding LLP (Georgia law)
5.6*	Opinion of Bingham Greenbaum Doll LLP (Indiana, Kentucky and Ohio law)
5.7*	Opinion of Bradley Arant Boult Cummings LLP (Mississippi law)
5.8*	Opinion of Bradley Arant Boult Cummings LLP (North Carolina law)
5.9*	Opinion of Ballard Spahr LLP (New Jersey law)
5.10**	Opinion of Modrall, Sperling, Roehl, Harris & Sisk, P.A. (New Mexico law)
5.11*	Opinion of Lionel Sawyer & Collins (Nevada law)
5.12*	Opinion of McAfee & Taft (Oklahoma law)
5.13*	Opinion of Ballard Spahr LLP (Pennsylvania law)
5.14*	Opinion of Parker Poe Adams & Bernstein LLP for QHG of South Carolina, Inc. (South Carolina law)
5.15*	Opinion of Parker Poe Adams & Bernstein LLP for QHG of Spartanburg, Inc. (South Carolina law)
5.16*	Opinion of Bradley Arant Boult Cummings LLP (Tennessee law)
5.17*	Opinion of Liechty & McGinnis, LLP (Texas law)
5.18*	Opinion of Ballard Spahr LLP (Utah law)
5.19*	Opinion of Hancock, Daniel, Johnson & Nagle, P.C. for Emporia Hospital Corporation (Virginia law)
5.20*	Opinion of Steptoe & Johnson LLP (West Virginia law)
5.21*	Opinion of Crowley Fleck PLLP (Wyoming law)
5.22*	Opinion of Hancock, Daniel, Johnson & Nagle, P.C. for Franklin Hospital Corporation (Virginia law)
5.23*	Opinion of Hancock, Daniel, Johnson & Nagle, P.C. for Virginia Hospital Corporation (Virginia law)

Exhibit No.	Description
10.1	Amendment and Restatement Agreement, dated as of November 5, 2010, to the Credit Agreement, dated as of July 25, 2007, among CHS/Community Health Systems, Inc., Community Health Systems, Inc., the subsidiaries of CHS/Community Health Systems, Inc. party thereto, the lenders party thereto and Credit Suisse AG, as Administrative Agent and Collateral Agent (incorporated by reference to Exhibit 10.1 to Community Health Systems, Inc.'s Current Report on Form 8-K filed November 9, 2010 (No. 001-15925))
10.2	Amended and Restated Credit Agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010, among CHS/Community Health Systems, Inc., Community Health Systems, Inc., the lenders party thereto and Credit Suisse AG, as Administrative Agent and Collateral Agent (incorporated by reference to Exhibit 10.2 to Community Health Systems, Inc.'s Current Report on Form 8-K filed November 9, 2010 (No. 001-15925))
10.3	Amended and Restated Guarantee and Collateral Agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010, among CHS/Community Health Systems, Inc., Community Health Systems, Inc., the subsidiaries of CHS/Community Health Systems, Inc. from time to time party thereto and Credit Suisse AG, as Collateral Agent (incorporated by reference to Exhibit 10.3 to Community Health Systems, Inc.'s Current Report on Form 8-K filed November 9, 2010 (No. 001-15925))
10.4†	Form of Indemnification Agreement between Community Health Systems, Inc. and its directors and executive officers (incorporated by reference to Exhibit 10.8 to Amendment No. 2 to Community Health Systems, Inc.'s Registration Statement on Form S-1/A filed May 2, 2000 (No. 333-31790))
10.5†	CHS/Community Health Systems, Inc. Amended and Restated Supplemental Executive Retirement Plan (incorporated by reference to Exhibit 10.13 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 filed February 27, 2009 (No. 001-15925))
10.6†	Community Health Systems Supplemental Executive Benefits (incorporated by reference to Exhibit 10.14 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 filed February 27, 2009 (No. 001-15925))
10.7†	Supplemental Executive Retirement Plan Trust, dated June 1, 2005, by and between CHS/Community Health Systems, Inc., as grantor, and Wachovia Bank, N.A., as trustee (incorporated by reference to Exhibit 10.3 to Community Health Systems, Inc.'s Current Report on Form 8-K filed June 1, 2005 (No. 001-15925))
10.8†	Community Health Systems Deferred Compensation Plan Trust, amended and restated effective February 26, 1999 (incorporated by reference to Exhibit 10.18 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2002 filed March 27, 2003 (No. 001-15925))
10.9†	CHS/Community Health Systems, Inc. Deferred Compensation Plan, amended and restated effective January 1, 2008 (incorporated by reference to Exhibit 10.12 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 filed February 27, 2009 (No. 001-15925))
10.10	CHS NQDCP, effective as of September 1, 2009 (incorporated by reference to Exhibit 4.2 to Community Health Systems, Inc.'s Registration Statement on Form S-8 filed December 11, 2009 (No. 333-163691))
10.11	CHS NQDCP Adoption Agreement, executed as of August 11, 2009 (incorporated by reference to Exhibit 4.3 to Community Health Systems, Inc.'s Registration Statement on Form S-8 filed December 11, 2009 (No. 333-163691))

Exhibit No.	Description
10.12	Guarantee, dated December 9, 2009, made by Community Health Systems, Inc. in favor of CHS/Community Health Systems, Inc. with respect to CHS/Community Health Systems, Inc.'s payment obligations under the CHS/Community Health Systems, Inc. Deferred Compensation Plan and the NQDCP (incorporated by reference to Exhibit 4.4 to Community Health Systems, Inc.'s Registration Statement on Form S-8 filed December 11, 2009 (No. 333-163691))
10.13†	Community Health Systems, Inc. 2004 Employee Performance Incentive Plan, as amended and restated on March 24, 2009 (incorporated by reference to Exhibit 10.3 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2009 filed July 31, 2009 (No. 001-15925))
10.14†	Amendment No. 1, dated as of December 8, 2010, to the Community Health Systems, Inc. 2004 Employee Performance Incentive Plan, as amended and restated on March 24, 2009 (incorporated by reference to Exhibit 4.23 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2010 filed February 25, 2011 (No. 001-15925)
10.15†	Form of Amended and Restated Change in Control Severance Agreement (incorporated by reference to Exhibit 10.22 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 filed February 27, 2009 (No. 001-15925))
10.16†	Community Health Systems, Inc. 2000 Stock Option and Award Plan, as amended and restated on March 24, 2009 (incorporated by reference to Exhibit 10.4 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2009 filed July 31, 2009 (No. 001-15925))
10.17†	Form of Nonqualified Stock Option Agreement (Employee) (incorporated by reference to Exhibit 10.15 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2009 filed February 26, 2010 (No. 001-15925))
10.18†	Form of Restricted Stock Award Agreement (incorporated by reference to Exhibit 10.18 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 filed February 27, 2009 (No. 001-15925))
10.19†	Form of Performance Based Restricted Stock Award Agreement (Most Highly Compensated Executive Officers) (incorporated by reference to Exhibit 10.20 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 filed February 27, 2009 (No. 001-15925))
10.20†	Form of Director Phantom Stock Award Agreement (incorporated by reference to Exhibit 10.19 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 filed February 27, 2009 (No. 001-15925))
10.21†	Form of Director Restricted Stock Unit Award Agreement (incorporated by reference to Exhibit 10.19 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2009 filed February 26, 2010 (No. 001-15925))
10.22†	Community Health Systems, Inc. Directors' Fees Deferral Plan, as amended and restated on December 10, 2008 (incorporated by reference to Exhibit 10.15 to Community Health Systems, Inc.'s Annual Report on Form 10-K for the year ended December 31, 2008 filed February 27, 2009 (No. 001-15925))
10.23†	Community Health Systems, Inc. 2009 Stock Option and Award Plan, effective as of March 24, 2009 (incorporated by reference to Exhibit 10.5 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2009 filed July 31, 2009 (No. 001-15925))
10.24	Participation Agreement entered into as of January 1, 2005, by and between Community Health Systems Professional Services Corporation and HealthTrust Purchasing Group, L.P. (incorporated by reference to Exhibit 10.1 to Community Health Systems, Inc.'s Current Report on Form 8-K filed January 7, 2005 (No. 001-15925))

Exhibit No.	Description
10.25†	Form of Nonqualified Stock Option Agreement (Employee) for Community Health Systems, Inc. 2009 Stock Option and Award Plan (incorporated by reference to Exhibit 10.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 filed April 29, 2011 (No. 001-15925))
10.25v	Form of Restricted Stock Award Agreement for Community Health Systems, Inc. 2009 Stock Option and Award Plan (incorporated by reference to Exhibit 10.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 filed April 29, 2011 (No. 001-15925))
10.26†	Form of Performance Based Restricted Stock Award Agreement (Most Highly Compensated Executive Officers) for Community Health Systems, Inc. 2009 Stock Option and Award Plan (incorporated by reference to Exhibit 10.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 filed April 29, 2011 (No. 001-15925))
10.27†	Form of Director Restricted Stock Unit Award Agreement for Community Health Systems, Inc. 2009 Stock Option and Award Plan (incorporated by reference to Exhibit 10.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended March 31, 2011 filed April 29, 2011 (No. 001-15925))
10.28†	Amendment No. 1, dated as of September 13, 2011, to the CHS/Community Health Systems, Inc. Amended and Restated Supplemental Executive Retirement Plan, as amended and restated on January 1, 2009 (incorporated by reference to Exhibit 10.1 to Community Health Systems, Inc.'s Quarterly Report on Form 10-Q for the quarter ended September 30, 2011 filed October 28, 2011 (No. 001-15925))
21*	List of subsidiaries
23.1*	Consent of Deloitte & Touche LLP
24.1	Power of Attorney (included in the signature pages hereto)
25.1**	Statement of Eligibility of Trustee
99.1**	Form of Letter of Transmittal

* Filed herewith.
** To be filed by amendment.
† Indicates a Management Contract or Compensation Plan or Arrangement.
# Incorporated by reference to Amendment No. 1 to the Registrant's Registration Statement on Form S-4/A filed October 5, 2007 (No. 333-146278).

Item 22. Undertakings.

The undersigned registrants hereby undertakes:

(a) 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. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the

Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective 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.

(b) 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.

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

(d) That, for purposes of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(e) That, for the purpose of determining liability of the registrants under the Securities Act to any purchaser in the initial distribution of the securities: The undersigned registrants undertake that in a primary offering of securities of the undersigned registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrants will each be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrants;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrants; and

(iv) any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.

(f) 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 20, or otherwise, the registrant has 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 registrant of expenses incurred or paid by a director, officer or controlling person of the registrant 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 registrant 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 such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(g) To respond to requests for information that is incorporated by reference into the prospectus pursuant to Item 4, 10(b), or 11 or 13 of this form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the date of the registration statement through the date of responding to the request.

(h) To supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant 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 , 2012.

CHS/COMMUNITY HEALTH SYSTEMS, INC.
(Registrant)

By: _____
Wayne T. Smith
Chairman of the Board,
President and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Wayne T. Smith, W. Larry Cash and Rachel A. Seifert and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
Wayne T. Smith	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)	, 2012
W. Larry Cash	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	, 2012
Kevin J. Hammons	Vice President and Chief Accounting Officer (Principal Accounting Officer)	, 2012
Rachel A. Seifert	Executive Vice President, Secretary, General Counsel and Director	, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant 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 , 2012.

COMMUNITY HEALTH SYSTEMS, INC.
(Registrant)

By: _____
Wayne T. Smith
Chairman of the Board,
President and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Wayne T. Smith, W. Larry Cash and Rachel A. Seifert and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
Wayne T. Smith	Chairman of the Board, President and Chief Executive Officer (Principal Executive Officer)	, 2012
W. Larry Cash	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	, 2012
Kevin J. Hammons	Vice President and Chief Accounting Officer (Principal Accounting Officer)	, 2012
John A. Clerico	Director	, 2012
James S. Ely III	Director	, 2012
William Norris Jennings, M.D.	Director	, 2012

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Name	Title	Date
John A. Fry	Director	, 2012
H. Mitchell Watson	Director	, 2012
Julia B. North	Director	, 2012

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant 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 , 2012.

Each of the Registrants Named on
Schedule A-1 Hereto

By: _____
Martin G. Schweinhart
President

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints W. Larry Cash and Rachel A. Seifert and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
Martin G. Schweinhart	President and Director (Principal Executive Officer)	,2012
W. Larry Cash	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	,2012
Kevin J. Hammons	Vice President and Chief Accounting Officer (Principal Accounting Officer)	,2012
Rachel A. Seifert	Executive Vice President, Secretary, General Counsel and Director	,2012

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Schedule A-1
Registrants

Exact Name of Additional Registrants
Abilene Hospital, LLC
Abilene Merger, LLC
Anna Hospital Corporation
Berwick Hospital Company, LLC
Big Bend Hospital Corporation
Big Spring Hospital Corporation
Birmingham Holdings II, LLC
Birmingham Holdings, LLC
Bluefield Holdings, LLC
Bluefield Hospital Company, LLC
Bluffton Health System, LLC
Brownsville Hospital Corporation
Brownwood Medical Center, LLC
Bullhead City Hospital Corporation
Bullhead City Hospital Investment Corporation
Carlsbad Medical Center, LLC
Centre Hospital Corporation
CHHS Holdings, LLC
CHS Kentucky Holdings, LLC
CHS Pennsylvania Holdings, LLC
CHS Virginia Holdings, LLC
CHS Washington Holdings, LLC
Clarksville Holdings, LLC
Cleveland Hospital Corporation
Cleveland Tennessee Hospital Company, LLC
Clinton Hospital Corporation
Coatesville Hospital Corporation
College Station Medical Center, LLC
College Station Merger, LLC
Community GP Corp.
Community Health Investment Company, LLC
Community LP Corp.
CP Hospital GP, LLC
CPLP, LLC
Crestwood Hospital, LLC
Crestwood Hospital, LP, LLC
CSMC, LLC
CSRA Holdings, LLC

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Exact Name of Additional Registrants

Deaconess Holdings, LLC
Deaconess Hospital Holdings, LLC
Deming Hospital Corporation
Desert Hospital Holdings, LLC
Detar Hospital, LLC
DHFW Holdings, LLC
DHSC, LLC
Dukes Health System, LLC
Dyersburg Hospital Corporation
Emporia Hospital Corporation
Evanston Hospital Corporation
Fallbrook Hospital Corporation
Foley Hospital Corporation
Forrest City Arkansas Hospital Company, LLC
Forrest City Hospital Corporation
Fort Payne Hospital Corporation
Frankfort Health Partner, Inc.
Franklin Hospital Corporation
Gadsden Regional Medical Center, LLC
Galesburg Hospital Corporation
Granbury Hospital Corporation
Granite City Hospital Corporation
Granite City Illinois Hospital Company, LLC
Greenville Hospital Corporation
GRMC Holdings, LLC
Hallmark Healthcare Company, LLC
Hobbs Medco, LLC
Hospital of Barstow, Inc.
Hospital of Fulton, Inc.
Hospital of Louisa, Inc.
Hospital of Morristown, Inc.
Jackson Hospital Corporation (KY)
Jackson Hospital Corporation (TN)
Jourdanton Hospital Corporation
Kay County Hospital Corporation
Kay County Oklahoma Hospital Company, LLC
Kirksville Hospital Company, LLC
Lakeway Hospital Corporation
Lancaster Hospital Corporation

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Exact Name of Additional Registrants

Las Cruces Medical Center, LLC
Lea Regional Hospital, LLC
Lexington Hospital Corporation
Longview Merger, LLC
LRH, LLC
Lutheran Health Network of Indiana, LLC
Marion Hospital Corporation
Martin Hospital Corporation
Massillon Community Health System LLC
Massillon Health System LLC
Massillon Holdings, LLC
McKenzie Tennessee Hospital Company, LLC
McNairy Hospital Corporation
MCSA, L.L.C.
Medical Center of Brownwood, LLC
Merger Legacy Holdings, LLC
MMC of Nevada, LLC
Moberly Hospital Company, LLC
MWMC Holdings, LLC
Nanticoke Hospital Company, LLC
National Healthcare of Leesville, Inc.
National Healthcare of Mt. Vernon, Inc.
National Healthcare of Newport, Inc.
Navarro Regional, LLC
NC-DSH, LLC
Northampton Hospital Company, LLC
Northwest Hospital, LLC
NOV Holdings, LLC
NRH, LLC
Oak Hill Hospital Corporation
Oro Valley Hospital, LLC
Palmer-Wasilla Health System, LLC
Payson Hospital Corporation
Peckville Hospital Company, LLC
Pennsylvania Hospital Company, LLC
Phillips Hospital Corporation
Phoenixville Hospital Company, LLC
Pottstown Hospital Company, LLC
QHG Georgia Holdings II, LLC

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Exact Name of Additional Registrants

QHG Georgia Holdings, Inc.
QHG of Bluffton Company, LLC
QHG of Clinton County, Inc.
QHG of Enterprise, Inc.
QHG of Forrest County, Inc.
QHG of Fort Wayne Company, LLC
QHG of Hattiesburg, Inc.
QHG of Massillon, Inc.
QHG of South Carolina, Inc.
QHG of Spartanburg, Inc.
QHG of Springdale, Inc.
QHG of Warsaw Company, LLC
Quorum Health Resources, LLC
Red Bud Hospital Corporation
Red Bud Illinois Hospital Company, LLC
Regional Hospital of Longview, LLC
River Region Medical Corporation
Roswell Hospital Corporation
Ruston Hospital Corporation
Ruston Louisiana Hospital Company, LLC
SACMC, LLC
Salem Hospital Corporation
San Angelo Community Medical Center, LLC
San Angelo Medical, LLC
San Miguel Hospital Corporation
Scranton Holdings, LLC
Scranton Hospital Company, LLC
Scranton Quincy Holdings, LLC
Scranton Quincy Hospital Company, LLC
Shelbyville Hospital Corporation
Siloam Springs Arkansas Hospital Company, LLC
Siloam Springs Holdings, LLC
Southern Texas Medical Center, LLC
Spokane Valley Washington Hospital Company, LLC
Spokane Washington Hospital Company, LLC
Tennyson Holdings, LLC
Tomball Texas Holdings, LLC
Tomball Texas Hospital Company, LLC
Tooele Hospital Corporation
Triad Healthcare Corporation

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Exact Name of Additional Registrants

Triad Holdings III, LLC
Triad Holdings IV, LLC
Triad Holdings V, LLC
Triad Nevada Holdings, LLC
Triad of Alabama, LLC
Triad of Oregon, LLC
Triad-ARMC, LLC
Triad-El Dorado, Inc.
Triad-Navarro Regional Hospital Subsidiary, LLC
Tunkhannock Hospital Company, LLC
VHC Medical, LLC
Vicksburg Healthcare, LLC
Victoria Hospital, LLC
Virginia Hospital Company, LLC
Warren Ohio Hospital Company, LLC
Warren Ohio Rehab Hospital Company, LLC
Watsonville Hospital Corporation
Waukegan Hospital Corporation
Waukegan Illinois Hospital Company, LLC
Weatherford Hospital Corporation
Weatherford Texas Hospital Company, LLC
Webb Hospital Corporation
Webb Hospital Holdings, LLC
Wesley Health System, LLC
West Grove Hospital Company, LLC
WHMC, LLC
Wilkes-Barre Behavioral Hospital Company, LLC
Wilkes-Barre Holdings, LLC
Wilkes-Barre Hospital Company, LLC
Williamston Hospital Corporation
Women & Children's Hospital, LLC
Woodland Heights Medical Center, LLC
Woodward Health System, LLC
Youngstown Ohio Hospital Company, LLC

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant 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 , 2012.

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

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

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

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

QHG Georgia, LP
By: QHG Georgia Holdings, Inc.
Its: General Partner

By: _____
Martin G. Schweinhart
President

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints W. Larry Cash and Rachel A. Seifert and each of them singly, his or her true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all (i) amendments (including post-effective amendments) and additions to this registration statement and (ii) any and all additional registration statements pursuant to Rule 462(b) of the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto each said attorney-in-fact and agents full power and authority to do and perform each and every act in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or either of them or their or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Name	Title	Date
Martin G. Schweinhart	President and Director (Principal Executive Officer)	, 2012
W. Larry Cash	Executive Vice President, Chief Financial Officer and Director (Principal Financial Officer)	, 2012

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Name	Title	Date
Kevin J. Hammons	Vice President and Chief Accounting Officer (Principal Accounting Officer)	, 2012
Rachel A. Seifert	Executive Vice President, Secretary, General Counsel and Director	, 2012

Exhibit 3.12

Delaware *PAGE 1*

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "BERWICK HOSPITAL COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-NINTH DAY OF OCTOBER, A.D. 2007, AT 10:01 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2007, AT 10:02 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2007, AT 11:59 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "BERWICK HOSPITAL COMPANY, LLC".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

4447833 8100H

111140343

AUTHENTICATION: 9118935

DATE: 10-27-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:29 AM 10/29/2007
FILED 10:01 AM 10/29/2007
SRV 071162582 – 4447833 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Berwick Hospital Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Berwick Hospital Company, LLC this 26 day of October, 2007.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:21 AM 12/28/2007
FILED 10:02 AM 12/28/2007
SRV 071369624 – 4447833 FILE

CERTIFICATE OF MERGER
MERGING
CHS BERWICK HOSPITAL CORPORATION
WITH AND INTO
BERWICK HOSPITAL COMPANY, LLC

The undersigned limited liability company, formed and existing under and by virtue of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., does hereby certify that:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities in the merger are as follows:

Name	Jurisdiction of Formation or Organization
CHS Berwick Hospital Corporation	Pennsylvania
Berwick Hospital Company, LLC	Delaware

SECOND: An Agreement and Plan of Merger between the parties to the merger has been approved and executed by each of the constituent entities in accordance with the requirements of applicable law.

THIRD: The name of the surviving limited liability company is Berwick Hospital Company, LLC.

FOURTH: This Certificate of Merger, and the merger referenced herein, shall be effective as of 11:59 p.m. on December 31, 2007.

FIFTH: The executed Agreement and Plan of Merger is on file at a place of business of the surviving limited liability company. The address of such place of business of the surviving limited liability company is 4000 Meridian Blvd., Franklin, TN 37067.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any stockholder or member of, or any other person holding an interest in, either of the constituent entities in the merger.

[Signature Page Follows]

IN WITNESS WHEREOF. the surviving limited liability company has caused this Certificate of Merger to be duly executed in its name this 27th day of December, 2007.

BERWICK HOSPITAL COMPANY, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Senior Vice President and Secretary
Authorized Person

Exhibit 3.13

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

BERWICK HOSPITAL COMPANY, LLC

December 26, 2007

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GLOSSARY OF DEFINED TERMS

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Agreement	Preamble
Board	10.1
Chairman	0
Company	1.1
Liability	0
Member	Preamble
Units	4.1

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
BERWICK HOSPITAL COMPANY, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of BERWICK HOSPITAL COMPANY, LLC, a Delaware limited liability company (the "Company"), is made as of the 26th day of December, 2007, by and among Community Health Investment Corporation, a Delaware corporation ("CHIC"), and each of the other persons and entities who are, or will become, members of the Company (collectively referred to herein as "Member or Members"). For the purposes of this Agreement, the term "Member or Members" includes all persons then acting in such capacity in accordance with the terms of this Agreement.

RECITALS:

CHIC has previously formed a limited liability company under and pursuant to the Delaware Limited Liability Company Act (the "Act"); and

CHIC now desires to amend and restate the Limited Liability Company Operating Agreement (the "Operating Agreement").

AGREEMENT:

NOW, THEREFORE, the Operating Agreement is hereby amended and restated in its entirety to read as follows:

1. FORMATION

1.1 Formation. The Company was formed as a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be BERWICK HOSPITAL COMPANY, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinharl, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or

the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1. and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the

Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding

(whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1:

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates, The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in BERWICK HOSPITAL COMPANY, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the

Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(d) Except as provided in Section 16. (b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the Jaws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

COMMUNITY HEALTH INVESTMENT CORPORATION

By: /s/ Rachel A. Selfert

Name Rachel A. Selfert

Title: Senior Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Community Health Investment Corporation 4000 Meridian Blvd. Franklin, Tennessee 37067	[$ 100.00]	100

Exhibit 3.18

Delaware *PAGE 1*

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "BIRMINGHAM HOLDINGS II, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TENTH DAY OF JUNE, A.D. 2008, AT 3:23 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "BIRMINGHAM HOLDINGS II, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

4559514 8100H *AUTHENTICATION: 9118947*

111140357 *DATE: 10-27-11*

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:07 PM 06/10/2008
FILED 03:23 PM 06/10/2008
SRV 080679363 – 4559514 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Birmingham Holdings II, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County).

  The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Birmingham Holdings II, LLC this 10 day of June, 2008.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

Exhibit 3.19

LIMITED LIABILITY COMPANY AGREEMENT

OF

BIRMINGHAM HOLDINGS II, LLC

June 10, 2008

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LIMITED LIABILITY COMPANY AGREEMENT
OF
BIRMINGHAM HOLDINGS II, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 10th day of June, 2008, by Tennyson Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Birmingham Holdings II, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be

more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the

advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. ***(a)*** Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Birmingham Holdings II, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale

or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(d) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

TENNYSON HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Senior Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Tennyson Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	[$ 100.00]	100

Exhibit 3.22

Delaware *PAGE 1*

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "BLUEFIELD HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE SIXTEENTH DAY OF APRIL, A.D. 2010, AT 7:03 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "BLUEFIELD HOLDINGS, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

4812809 8100H *AUTHENTICATION: 9118950*

111140363 *DATE: 10-27-11*

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:58 PM 04/16/2010
FILED 07:03 PM 04/16/2010
SRV 100394756 – 4812809 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Bluefield Holdings, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Bluefield Holdings, LLC this 16 day of April, 2010.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

Exhibit 3.23

LIMITED LIABILITY COMPANY AGREEMENT

OF

BLUEFIELD HOLDINGS, LLC

April 16, 2010

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LIMITED LIABILITY COMPANY AGREEMENT
OF
BLUEFIELD HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 16th day of April, 2010, by Community Health Investment Company, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Bluefield Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the

Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by

which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be

more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or

omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Community Health Investment Company, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

COMMUNITY HEALTH INVESTMENT COMPANY, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Senior Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Community Health Investment Company, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.24

Delaware *PAGE 1*

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "BLUEFIELD HOSPITAL COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE SIXTEENTH DAY OF APRIL, A.D. 2010, AT 7:04 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "BLUEFIELD HOSPITAL COMPANY, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

4812810 8100H

111140369

AUTHENTICATION: 9118957

DATE: 10-27-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:58 PM 04/16/2010
FILED 07:04 PM 04/16/2010
SRV 100394762 – 4812810 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Bluefield Hospital Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Bluefield Hospital Company, LLC this 16 day of April, 2010.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

Exhibit 3.25

LIMITED LIABILITY COMPANY AGREEMENT

OF

BLUEFIELD HOSPITAL COMPANY, LLC

April 16, 2010

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LIMITED LIABILITY COMPANY AGREEMENT
OF
BLUEFIELD HOSPITAL COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 16th day of April, 2010, by Bluefield Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Bluefield Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G, Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract fights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the

advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators, of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Bluefield Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but

the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

BLUEFIELD HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Senior Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Bluefield Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

STATE OF ARIZONA

Office of the
CORPORATION COMMISSION

I, Ernest G. Johnson, Executive Director of the Arizona Corporation Commission, do hereby certify that the attached copy of the following document:

ARTICLES OF INCORPORATION, 02/15/2000

consisting of 6 pages, is a true and complete copy of the original of said document on file with this office for:

BULLHEAD CITY HOSPITAL CORPORATION
ACC file number: -0939722-0

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: February 10, 2012.

Executive Director

By:

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-7929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1347

PROFIT
CERTIFICATE OF DISCLOSURE
A.R.S.§ 10-202.D

Bullhead City Hospital Corporation
EXACT CORPORATE NAME

A. Has any person serving either by election or appointment as officer, director, trustee, incorporator and persons controlling or holding over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:

1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately proceeding the execution of this Certificate?
2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately proceeding the execution of this Certificate?
3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately proceeding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:

(a) Involved the violation of fraud or registration provisions of the securities laws of this jurisdiction?; or

(b) Involved the violation of the consumer fraud laws of this jurisdiction?; or

(c) Involved the violation of the antitrust or restraint of trade laws of this jurisdiction?

YES _____ NO __X__

B. IF YES, the following information MUST be attached:

1. Full name, prior name(s) and aliases, if need.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate proceeding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

C. Has any person serving as an officer, director, trustee, or incorporator of the corporation served in any such capacity or held or controlled over 20% of the issued and outstanding common shares or 20% of any other proprietary, beneficial or membership interest in any corporation which has been placed in bankruptcy, receivership, or administratively or judicially dissolved by any state or jurisdiction?

YES _____ NO __X__

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name (including aliases) and address of each person involved.
3. State(s) in which the corporation:
   (a) Was incorporated. (b) Has transacted business.
4. Dates of corporate operation.
5. Date and case number of Bankruptcy or case of revocation/administrative dissolution.

D. The fiscal year and adopted by the corporation is: __12/31__

Under penalties of law, the undersigned incorporator(s)/officer(s) declare(s) that I(we) have examined this Certificate, including any attachments, and to the best of my(our) knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY: /s/ Virginia D. Lancaster

PRINT NAME Virginia D. Lancaster

TITLE Asst. Secy DATE 2/14/00

BY _____

PRINT NAME _____

TITLE _____ DATE _____

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within sixty days, any person controlling or holding over 10% of the issued and outstanding shares or 10% of any other proprietary, beneficial, or membership interest in the corporation must file an AMENDED certificate signed by at least one duly authorized officer of the corporation.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

ARTICLES OF INCORPORATION

OF

BULLHEAD CITY HOSPITAL CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Arizona Business Corporation Act, does hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE ONE

The name of the Corporation is Bullhead City Hospital Corporation

ARTICLE TWO

The period of its duration is perpetual.

ARTICLE THREE

The character of business which the Corporation actually intends to conduct in the State of Arizona is health care services and to engage in the transaction of any or all lawful business for which corporations may be incorporated under the Arizona Business Corporation Act.

ARTICLE FOUR

The aggregate number of shares which the Corporation shall have authority to issue is One Thousand (1,000) shares of $.01 par value per share common stock.

ARTICLE FIVE

The street address of the initial registered office of the Corporation is 3636 North Central Avenue, Phoenix, Arizona 85012; and the name of its initial registered agent at such address is Corporation Service Company.

ARTICLE SIX

The complete address of the corporation's principal office is 155 Franklin Road, Suite 400, Brentwood, Williamson County, Tennessee 37027.

ARTICLE SEVEN

The number of directors of the Corporation may be fixed by the Bylaws.

The number of directors constituting the initial board of directors is three (3), and the names and addresses of the persons who are to serve as directors until the first annual meeting of the shareholders or until a successor is elected and qualified are:

Wayne T. Smith
155 Franklin Road, Suite 400
Brentwood, TN 37027

W. Larry Cash
155 Franklin Road, Suite 400
Brentwood, TN 37027

Rachael A. Seifert
155 Franklin Road, Suite 400
Brentwood, TN 37027

ARTICLE EIGHT

The name and address of the incorporator is:

Virginia D. Lancaster
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE NINE

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for any of the following: (a) the amount of a financial benefit received by a director to which the director is not entitled; (b) an intentional infliction of harm on the corporation or the shareholders; (c) a violation of Section 10-833 of the Arizona Business Corporation Act; or (d) an intentional violation of criminal law. If the Arizona Business Corporation Act is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Arizona Business Corporation Act, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE TEN

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is the legal representative, or is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Arizona Business Corporation Act as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article Ten stall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Arizona Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article Ten or otherwise.

B. Right of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article Ten is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall

be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Arizona Business Corporation Act. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Arizona Business Corporation Act, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article Ten or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article Ten shall not be exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Arizona Business Corporation Act.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article Ten or as otherwise permitted under the Arizona Business Corporation Act with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE ELEVEN

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand, this 14th day of February, 2000.

/s/ Virginia D. Lancaster
Virginia D. Lancaster
155 Franklin Road, Suite 400
Brentwood, TN 37027

Corporation Service Company, having been designated to act as statutory agent, hereby consents to act in that capacity until it is removed, or submits its resignation, in accordance with the Arizona Revised Statutes.

CORPORATION SERVICE COMPANY

By: /s/ Mary Jo Kenny
Mary Jo Kenny
Assistant Vice President
Name and Title (Printed)

Exhibit 3.35

BYLAWS OF

BULLHEAD CITY HOSPITAL CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Phoenix, State of Arizona.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Arizona as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Arizona, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted, provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Arizona or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Arizona.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such

certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Arizona Stock Corporation Act, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Arizona, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Arizona Business Corporation Act, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Arizona Business Corporation Act requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) if a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Arizona Business Corporation Act. Neither the failure of the corporation

(including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Arizona Business Corporation Act, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Arizona Business Corporation Act.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 15th day of February, 2000.

Exhibit 3.36

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "BULLHEAD CITY HOSPITAL INVESTMENT CORPORATION" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE NINETEENTH DAY OF AUGUST, A.D. 2004, AT 6:21 O'CLOCK P.M.

RESTATED CERTIFICATE, FILED THE SECOND DAY OF NOVEMBER, A.D. 2005, AT 11:31 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWENTY-SIXTH DAY OF SEPTEMBER, A.D. 2007, AT 11:58 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE THIRTIETH DAY OF SEPTEMBER, A.D. 2008, AT 1:04 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "BULLHEAD CITY HOSPITAL INVESTMENT CORPORATION".

3844912 8100H
111144596

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9121999

DATE: 10-28-11

ARTICLES OF INCORPORATION

OF

BULLHEAD CITY HOSPITAL INVESTMENT CORPORATION

The undersigned natural person of the age of eighteen years or more, acting as incorporator of a corporation under the Delaware General Corporation Law (the "Delaware Code"), as amended, hereby adopts the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the Corporation is Bullhead City Hospital Investment Corporation.

ARTICLE II

The period of its duration is perpetual.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware Code.

ARTICLE IV

The total number of shares of all classes of stock that the Corporation shall have the authority to issue is twenty million (20,000,000) shares of $.01 per share par value Common Stock.

ARTICLE V

The address of the principal office of the Corporation's registered office in this State, and the name of its registered agent at such address is:

National Registered Agents, Inc.
9 East Loockerman Street, Suite 1B
Dover, Delaware 19901

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:21 PM 08/19/2004
FILED 06:21 PM 08/19/2004
SRV 040609413—3844912 FILE

ARTICLE VI

Election of the Directors need not be written ballot unless the Bylaws of the corporation shall so provide.

ARTICLE VII

The name and mailing address of the incorporator is:

Robin Joi Keck
Community Health Systems
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

ARTICLE VIII

To the fullest extent permitted by Delaware law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the Delaware Code or (iv) for any transaction from which the director derived any improper personal benefit. If the Delaware Code is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the Delaware Code, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

ARTICLE IX

A. Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another Corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while serving as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest

extent authorized by the Delaware Code as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the Delaware Code requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

B. Rights of Indemnitee to Bring Suit. If a claim under paragraph (A) of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware Code. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the Delaware Code, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee has not met such applicable standard of conduct, or in the case of such a suit brought by the indemnitee, shall be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

C. Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article shall not he exclusive of any other right which any person may have or hereafter acquire under these Articles of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

D. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware Code.

E. Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the Delaware Code with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand this 19th day of August, 2004.

/s/ Robin Joi Keek
Robin Joi Keek, Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 11.31 AM 11/02/2005
FILED 11:31 AM 11/02/2005
SRV 050894911—3844912 FILE

FIRST AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

BULLHEAD CITY HOSPITAL INVESTMENT CORPORATION

Bullhead City Hospital Investment Corporation (the "Corporation"), a corporation organized and existing under the General Corporation Law of the State of Delaware, does hereby certify as follows:

1. The present name of the Corporation is Bullhead City Hospital Investment Corporation. The Corporation filed its original certificate of incorporation with the office of the Secretary of State of the State of Delaware on August 19,2004.

2. This Amended and Restated Certificate of Incorporation was duly adopted by the Board of Directors of the Corporation and by the stockholders of the Corporation in accordance with Sections 228,242 and 245 of the General Corporation Law of the State of Delaware.

3. This Amended and Restated Certificate of Incorporation restates and integrates and amends the certificate of incorporation of the Corporation, as heretofore amended, supplemented and/or restated (the "Certificate of Incorporation").

4. The text of the Certificate of incorporation is amended and restated in its entirety as follows:

Article I

The name of the Corporation is Bullhead City Hospital Investment Corporation.

Article II

The period of its duration is perpetual.

Article III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware, and the Corporation shall have all powers necessary to engage in such acts or activities, including, but not limited to, the powers enumerated in the General Corporation Law of the State of Delaware or any amendment thereto.

Article IV

The registered office of the Corporation in the State of Delaware is to be located at 160 Greentree Drive, Suite 101, Dover, Delaware 19904, Kent County. The name of its registered agent at that address is National Registered Agents, Inc.

Article V

5.1 Authorized Capital. The total number of shares of capital stock which the Corporation shall have authority to issue is twenty million (20,000,000) shares. All such shares shall be designated as Common Stock, par value $0.01 per share (the "Common Stock").

5.2 Terms of the Common Stock.

(a) Voting. The holders of the Common Stock are entitled to one vote for each share held at each meeting of the Corporation's stockholders (and written actions in lieu of meetings) with respect to any and all matters presented to the stockholders of the Corporation for their action or consideration. There shall be no cumulative voting and, at any meeting held for the purpose of electing directors, the presence in person or by proxy of the holders of a majority of the shares of the Common Stock then outstanding shall constitute a quorum of the Common Stock for the purpose of electing directors by holders of the Common Stock.

(b) Dividends. Pursuant to the terms set forth herein, each holder of shares of the Common Stock shall be entitled to receive, when and as declared by the Board of Directors of the Corporation, a non-cumulative and non-compounding dividend of $175 per calendar quarter for each share of the Common Stock held (as adjusted for stock splits, stock dividends, recapitalizations, combinations and reclassifications of the Common Stock and similar events that affect the shares of the Common Stock); *provided that*:

(i) the Corporation has a Surplus (as hereinafter defined) or, in the case of no Surplus, the Corporation has Net Profits (as hereinafter defined) for the fiscal year in which the dividend is declared and/or the preceding fiscal year; and

(ii) the Corporation has Available Cash (as hereinafter defined).

The term "Surplus" shall mean the excess, if any, of the Corporation's "net assets" less the Corporation's "capital". The term "net assets" shall mean the amount by which the Corporation's total assets exceed the Corporation's total liabilities. The term "capital" shall mean the aggregate par value of shares of the Common Stock issued.

The term "Net Profits" shall mean the amount of money earned by the Corporation after all expenses have been deducted from the total revenue of the Corporation.

The term "Available Cash" shall mean the excess, if any, of (A) the sum of (i) net cash provided by operating activities, as defined by generally accepted accounting principles, plus (ii) any funds released by the Board of Directors of the Corporation from previously established reserves (referred to in (B)(iv) below), less (B) the sum of (i) net cash used in investing activities, plus (ii) net cash used for regularly scheduled payments on outstanding debt, plus (iii) cash paid to redeem minority shares, plus (iv) a reasonable reserve for future expenditures as determined by the Board of Directors of the Corporation.

Commencing on September 30, 2005 and following the end of each subsequent calendar quarter, the Board of Directors of the Corporation shall examine whether the Corporation has satisfied the requirements of this Section 5.2(b) and within 60 days of the end of each such calendar quarter-end declare whether the Corporation will make such dividend payment to the holders of the Common Stock. In the event that the Board of Directors of the Corporation declare such dividend payable (the "Dividend Declaration Date"), the Corporation shall pay such dividend to the holders of the Common Stock within 10 days of the Dividend Declaration Date. Such dividend shall be paid to each holder of shares of the Common Stock of record on the Dividend Declaration Date.

(c) Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, the remaining net assets of the Corporation shall be distributed pro rata to the holders of the Common Stock in accordance with their respective rights and interests.

(d) No Preemptive Rights. No holder of shares of the Common Stock shall, by reason of such holding, have any preemptive right to subscribe to any additional issue of stock of any class or series of the Corporation or to any security of the Corporation convertible into such stock.

(e) Sale of Shares. The Board of Directors of the Corporation shall have the power to issue and sell all or any part of any class of stock herein or hereafter authorized to such persons, firms, associations or corporations, and for such consideration, as the Board of Directors of the Corporation shall form time to time, in its discretion, determine, whether or not greater consideration could be received upon the issue or sale of the same number of shares of another class, and as otherwise permitted by law.

(f) Repurchase of Shares. The Board of Directors of the Corporation shall have the power to repurchase any class of stock herein or hereafter authorized from such persons, firms, associations or corporations, and for such consideration, as the Board of Directors of the

Corporation shall from time to time, in its discretion, determine, whether or not less consideration could be paid upon the purchase of the same number of shares of another class, and as otherwise permitted by law.

Article VI

Election of the Board of Directors of the Corporation need not be written ballot unless the Bylaws of the Corporation shall so provide.

Article VII

The name and mailing address of the incorporator is:

Robin Joi Keck
Community Health Systems
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027

Article VIII

To the fullest extent permitted by Delaware law, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts of omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware or (iv) for any transaction from which the director derived any improper personal benefit. If the General Corporation Law of the State of Delaware is amended hereafter to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the General Corporation Law of the State of Delaware, as so amended.

Any repeal or modification of the foregoing paragraph by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

Article IX

9.1 Rights to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter, a "proceeding"), by reason of the fact that he

or she, or a person of whom he or she is a legal representative, or is or was a director or officer of the Corporation or is only serving at the request of the Corporation as a director or officer of another corporation or of a Partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), whether the basis of such proceeding is alleged action in an official capacity or as a director or officer or in any other capacity while servicing as a director or officer, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the General Corporation Law of the State of Delaware as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including, without limitation, attorneys' fees, judgments, fines, excise taxes or penalties and amounts paid or to be paid in settlement) incurred or suffered by such indermnitee in connection therewith and such indemnification shall continue with respect to an indemnitee who has ceased to be a director or officer and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that except as provided in Section 9.2 hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding initiated by such indemnitee only if such proceeding was authorized by the Board of Directors of the Corporation. The right to indemnification conferred in this Article shall be a contract right and shall include the right to be paid by the Corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that if the General Corporation Law of the State of Delaware requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Article or otherwise.

9.2 Rights of Indemnitee to Bring Suit. If a claim under Section 9.1 of this Article is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation (except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days), the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, the indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware. Neither the failure of the Corporation (including its Board of Directors, independent counsel or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee has met the applicable standard of conduct set forth in the General Corporation Law of the State of Delaware, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel or its stockholders) that the indemnitee

has not met such applicable standard of conduct, or in the case of such suit brought by the indemnitee, shall be a defense to such suit, in any suit brought by the indemnitee to enforce a right to indemnification or to as advancement of expenses hereunder or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled under this Article or otherwise to be indemnified, or to such advancement of expenses, shall be on the Corporation.

9.3 Non-Exclusivity of Rights. The rights to Idenmnification and to the advancement of expenses conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under this Certificate of Incorporation or any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise.

9.4 Insurance. The Corporation may maintain insurance, as its expense, to protect itself and any indemnitee against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the General Corporation Law of the State of Delaware.

9.5 Indemnity of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors of the Corporation, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation to the fullest extent of the provisions of this Article or as otherwise permitted under the General Corporation Law of the State of Delaware with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

Article X

The Bylaws of the Corporation may be altered, amended or repealed or new Bylaws may be adopted by the Board of Directors of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand as of the 31st day of January, 2005.

/s/ Michael T. Portacci
Michael T. Portacci , President

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

OF

BULLHEAD CITY HOSPITAL INVESTMENT CORPORATION

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

BULLHEAD CITY HOSPITAL INVESTMENT CORPORTION

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on September 11, 2007

/s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Sr. Vice President & Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:51 PM 09/26/2007
FILED 11:58 AM 09/26/2007
SRV 071054185—3844912 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:29 PM 09/30/2008
FILED 01:04 PM 09/30/2008
SRV 080999063—3844912 FILE

FIRST AMENDMENT TO THE FIRST AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

BULLHEAD CITY HOSPITAL INVESTMENT CORPORATION

The corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware does hereby certify that:

1. The name of the corporation is Bullhead City Hospital Investment Corporation (the "Corporation").

2. The Amended and Restated Certificate of Incorporation of the Corporation is hereby amended by deleting Article V, Section 5.1 thereof in its entirety and substituting the language below in its place so that, as amended, said Article V, Section 5.1 shall be and read as follows:

   "5.1 Authorized Capital. The total number of shares of capital stock which the Corporation shall have authority to issue is twenty thousand (20,000) shares. All such shares shall be designated as Common Stock, par value $0.01 per share (the "Common Stock")."

3. Said amendment was duly adopted by the unanimous written consent of the Board of Directors of the Corporation, and approved by the written consent of a majority of the outstanding stock entitled to vote thereon pursuant to the provisions of Section 228 of the General Corporation Law of the State of Delaware.

4. Said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Amendment to be signed this 30th day of September, 2008.

BULLHEAD CITY HOSPITAL INVESTMENT CORPORATION

By: /s/ Rachel A. Seifert
Rachel A. Seifert, Senior Vice President

Exhibit 3.37

BYLAWS OF

BULLHEAD CITY HOSPITAL INVESTMENT CORPORATION

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Dover, County of Kent, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware as the board of directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF SHAREHOLDERS

Section 2.1 Annual Meeting. An annual meeting of shareholders of the corporation shall be held on such date and at such time as shall be designated from time to time by the board of directors and stated in the notice of the meeting. At such meeting, the shareholders shall elect directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the shareholders for any purpose whatsoever may be called at any time by the president, the board of directors, or the holders of not less than ten percent of all shares entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of shareholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the board of directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Shareholders. The holders of a majority of the shares issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the shareholders.

Section 2.6 Voting of Shares. Except as otherwise provided by statute or the articles of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the shareholders to one vote for every share of such stock standing in his or her name on the record books of shareholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the board of directors for the determination of shareholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for shares of the corporation shall prepare at least ten days before every meeting of shareholders, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each shareholder and the number of voting shares held by each shareholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any shareholder. The original stock transfer books shall be prima facie evidence as to who are the shareholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares shall not be counted for quorum purposes.

Section 2.9 Consent of Shareholders in Lieu of Meeting. Whenever the vote of shareholders at a meeting thereof is required or permitted to be taken for or in connection with any corporate action, the meeting, the notice thereof, and the vote of shareholders can be dispensed with, if a consent in writing, setting forth the action so taken, shall be signed by the holders of stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereof were present and voted. provided that prompt notice must be given to all shareholders of the taking of corporate action without a meeting by less than unanimous written consent.

Section 2.10 Minutes of Meetings. The secretary of the corporation shall keep regular minutes of all meetings of shareholders and such minutes shall be placed in the minute book of the corporation.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its board of directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the articles of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of directors which shall constitute the entire board of directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Shareholders at any meeting thereof. Directors need not be residents of Delaware or Shareholders of the corporation.

Section 3.3 Election and Term of Office. The directors shall be elected annually by the shareholders, except as provided in Section 3.4 of these bylaws. Each director shall hold office until the next succeeding annual meeting of shareholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The board of directors may, by resolution, appoint one of its members as chairman to preside over meetings of the board of directors. The position of chairman of the board of directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the board of directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining directors, although less than a quorum of the board of directors. Such vacancy may also be filled by affirmative vote of the majority of the shareholders. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any director may resign from office at any time by delivering a written resignation to the secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the secretary.

Section 3.6 Removal of Directors. Any director may be removed with or without cause at any time by the shareholders.

Section 3.7 Place of Meetings. Regular or special meetings of the board of directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the board of directors may be held without notice at such times and places as may be designated from time to time as may be determined by the board of directors.

Section 3.9 Special Meetings. Special meetings of the board of directors may be called by the president or any director on twenty-four (24) hours notice to each director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the board of directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the board of directors, a majority of the directors shall constitute a quorum for the transaction of business and the act or a majority of the directors present at any meeting at which there is a quorum shall be an act of the board of directors. If a quorum is not present at a meeting, a majority of the directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The board of directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the board of directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the board of directors in reference to amending the articles of incorporation, adopting an agreement of merger or consolidation, recommending to the shareholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the shareholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the articles of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The board of directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. Persons serving as directors shall not receive any compensation for their services as directors; however, a director shall be entitled to reimbursement for reasonable and customary expenses incurred by such director in carrying out his duties as approved by the president of the corporation.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the board of directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the board of directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The board of directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the board of directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to directors or shareholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the directors or shareholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the articles of incorporation, or these bylaws, notice is required to be given to any shareholder, director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of

such notice. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Shareholders, directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a president and a secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. The position of chairman of the board of directors shall not be an office of the corporation. Any two or more offices may be held by the same person. No officer need be a shareholder or a director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the board of directors.

Section 5.3 Removal and Resignation. Any officer appointed by the board of directors may be removed by the board of directors whenever, in the judgment of the board of directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the board of directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the board of directors. The board of directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the board of directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a director of the corporation.

ARTICLE VI

CERTIFICATES AND SHAREHOLDERS

Section 6.1 Certificates for Shares. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the board of directors in conformity with law and the articles of incorporation. Every certificate for shares issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law, other provisions of law, the articles of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares, the par value of such shares, and such other matters as may be required by law, the articles of incorporation or these bylaws.

Section 6.2 Lost, Stolen, or Destroyed Certificates. The board of directors, the executive committee, or the president of the corporation may direct a new certificate or certificates representing shares to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the board of directors, the executive committee or the president may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Shares. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Shareholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such shares on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of the corporation, subject to the provisions of the applicable statutes and of the articles of incorporation, may be declared by the board of directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the board of directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the board of directors shall think conducive to the interest of the corporation, and the board of directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the board of directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the board of directors; provided, that if such fiscal year is not fixed by the board of directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or places as may from time to time be designated by the board of directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the board of directors. If the board of directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the board of directors, the president or the secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of shareholders of such other corporation in which the corporation may hold stock. The board of directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the board of directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the board of directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the board of directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an

advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its board of directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its board of directors, independent legal counsel, or its shareholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of shareholders or by disinterested directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

The above bylaws were duly adopted as the bylaws of the corporation effective as of the 19th day of August, 2004.

Exhibit 3.44

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "CHS KENTUCKY HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE SEVENTEENTH DAY OF DECEMBER, A.D. 2007, AT 10:43 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "CHS KENTUCKY HOLDINGS, LLC".

4474752 8100H

111140616

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9119145

DATE: 10-27-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:59 AM 12/17/2007
FILED 10:43 AM 12/17/2007
SRV 071328206—4474752 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is CHS Kentucky Holdings, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is_____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of CHS Kentucky Holdings, LLC this 17 day of December, 2007.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

Exhibit 3.45

LIMITED LIABILITY COMPANY AGREEMENT

OF

CHS KENTUCKY HOLDINGS, LLC

December 17, 2007

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LIMITED LIABILITY COMPANY AGREEMENT
OF
CHS KENTUCKY HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 17th day of December, 2007, by Community Health Investment Corporation, a Delaware corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be CHS Kentucky Holdings, LLC

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary' or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 ***General Powers.*** All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 ***Number, Election and Term.*** The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be

more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from lime to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1:

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the

advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to lime to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in CHS Kentucky Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale

or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(d) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

COMMUNITY HEALTH INVESTMENT CORPORATION

By: /s/ Rachel A. Selfert
Name Rachel A. Selfert
Title: Senior Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Community Health Investment Corporation 4000 Meridian Blvd. Franklin. Tennessee 37067	[$ 100.00]	100

Exhibit 3.46

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "CHS PENNSYLVANIA HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE SEVENTEENTH DAY OF DECEMBER, A.D. 2007, AT 10:39 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "CHS PENNSYLVANIA HOLDINGS, LLC".

4474748 8100H

111140618

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock. Secretary of State

AUTHENTICATION: 9119147

DATE: 10-27-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:58 AM 12/17/2007
FILED 10:39 AM 12/17/2007
SRV 071328188—4474748 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is CHS Pennsylvania Holdings, LLC
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of CHS Pennsylvania Holdings, LLC this 17 day of December __, 2007.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

Exhibit 3.47

LIMITED LIABILITY COMPANY AGREEMENT

OF

CHS PENNSYLVANIA HOLDINGS, LLC

December 17, 2007

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LIMITED LIABILITY COMPANY AGREEMENT
OF
CHS PENNSYLVANIA HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 17th day of December, 2007, by Pennsylvania Hospital Company, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be CHS Pennsylvania Holdings, LLC

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd, Franklin, Tennessee 37067. or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forthin Section 3.1, the Company shall have the power to do any and all things whatsoever necessary,appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on. and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1. the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

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6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

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7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

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10.1 ***General Powers.*** All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 ***Number. Election and Term.*** The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be

otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries,in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1:

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the directors or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment: and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in CHS Pennsylvania Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale

or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(d) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

PENNSYLVANIA HOSPITAL COMPANY, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Senior Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Pennsylvania Hospital Company, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	[$100.00]	100

Exhibit 3.48

Delaware *PAGE 1*

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "CHS VIRGINIA HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE SEVENTEENTH DAY OF DECEMBER, A.D. 2007, AT 10:41 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "CHS VIRGINIA HOLDINGS, LLC".

4474750 8100H

111140624

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock. Secretary of State

AUTHENTICATION: 9119149

DATE: 10-27-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:58 AM 12/17/2007
FILED 10:41 AM 12/17/2007
SRV 071328196—4474750 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is CHS Virginia Holdings, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** (*Use this paragraph only if the company is to have a specific effective date of dissolution.*) "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** (*Insert any other matters the members determine to include herein.*)

In Witness Whereof, the undersigned have executed this Certificate of Formation of CHS Virginia Holdings, LLC this 17 day of December, 2007.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

Exhibit 3.49

LIMITED LIABILITY COMPANY AGREEMENT

OF

CHS VIRGINIA HOLDINGS, LLC

December 17, 2007

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LIMITED LIABILITY COMPANY AGREEMENT

OF

CHS VIRGINIA HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 17th day of December, 2007, by Virginia Hospital Company, LLC, a Virginia limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be CHS Virginia Holdings, LLC

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 ***General Powers.*** All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 ***Number, Election and Term***. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

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10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be

more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the

advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. ***(a)*** Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in CHS Virginia Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale

or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(d) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

VIRGINIA HOSPITAL COMPANY, LLC

By: /s/ Rachel A. Selfert
Name Rachel A. Selfert
Title: Senior Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Virginia Hospital Company, LLC 4000 Meridian Blvd. Franklin. Tennessee 37067	[$100.00]	100

Exhibit 3.50

Delaware *PAGE 1*

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "CHS WASHINGTON HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-EIGHTH DAY OF AUGUST, A.D. 2008, AT 3:55 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "CHS WASHINGTON HOLDINGS, LLC".

4593658 8100H

111140625

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock. Secretary of State

AUTHENTICATION: 9119153

DATE: 10-27-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:10 PM 08/28/2008
FILED 03:55 PM 08/28/2008
SRV 080911450—4593658 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is CHS Washington Holdings, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is_____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of CHS Washington Holdings, LLC this 28 day of August, 2008.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

Exhibit 3.51

LIMITED LIABILITY COMPANY AGREEMENT

OF

CHS WASHINGTON HOLDINGS, LLC

August 28, 2008

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LIMITED LIABILITY COMPANY AGREEMENT
OF
CHS WASHINGTON HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 28th day of August, 2008, by Community Health Investment Company, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be CHS Washington Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 ***General Powers***. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 ***Number, Election and Term***. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

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11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be

otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the. faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. ***(a)*** Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate

evidences an interest in CHS Washington Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(d) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

COMMUNITY HEALTH INVESTMENT COMPANY, LLC

By: /s/ Rachel A. Selfert
Name Rachel A. Selfert
Title Senior Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Community Health Investment Company, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	[$100.00]	100

Exhibit 3.58

Delaware *PAGE 1*

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "CLEVELAND TENNESSEE HOSPITAL COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE NINETEENTH DAY OF AUGUST, A.D. 2008, AT 5:37 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "MARTIN HOME CARE SERVICES, LLC" TO "CLEVELAND TENNESSEE HOSPITAL COMPANY, LLC", FILED THE SIXTEENTH DAY OF OCTOBER, A.D. 2008, AT 6:13 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE THIRTIETH DAY OF JANUARY, A.D. 2009, AT 12:49 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF JANUARY, A.D. 2009, AT 11:59 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "CLEVELAND TENNESSEE HOSPITAL COMPANY, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock. Secretary of State

4589625 8100H
111140645

AUTHENTICATION: 9119171
DATE: 10-27-11

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Martin Home Care Services, LLC.

- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.

- **Third:** (*Use this paragraph only if the company is to have a specific effective date of dissolution*.) "The latest date on which the limited liability company is to dissolve is _____."

- **Fourth:** (*Insert any other matters the members determine to include herein*.)

In Witness Whereof, the undersigned have executed this Certificate of Formation of Martin Home Care Services, LLC this 19 day of August _____, 2008.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:54 PM 08/19/2008
FILED 05:37 PM 08/19/2008
SRV 080885207 – 4589625 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:42 PM 10/16/2008
FILED 06:13 PM 10/16/2008
SRV 081044997 – 4589625 FILE

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: Martin Home Care Services, LLC.
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

First: The name of the limited liability company is Cleveland Tennessee Hospital Company, LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 16 day of October, A.D. 2008.

By: /s/ Robin J. Keck
Authorized Person(s)

Name: Robin J. Keck
Print or Type

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:49 PM 01/30/2009
FILED 12:49 PM 01/30/2009
SRV 090086215 – 4589625 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATION INTO
DOMESTIC LIMITED LIABILITY COMPANY

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation_Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned limited liability company, organized and existing under and by virtue of the Delaware Limited Liability Company Act, **DOES HEREBY CERTIFY:**

FIRST: The name and state of domicile of each of the constituent entities of the merger are as follows:

Name of Entity	Type of Entity	Domicile
National Healthcare of Cleveland, Inc.	Corporation	Delaware
Cleveland Tennessee Hospital Company, LLC	Limited Liability Company	Delaware

SECOND: The name of the surviving limited liability company is Cleveland Tennessee Hospital Company, LLC, a Delaware limited liability company (the "Surviving Entity"), and the name of the corporation being merged into the Surviving Entity is National Healthcare of Cleveland, Inc. (the "Merging Corporation").

THIRD: The Agreement and Plan of Merger (the "Agreement of Merger") between the parties to the merger has been approved, adopted, certified, executed and acknowledged by the Surviving Entity and the Merging Corporation.

FOURTH: The merger is to become effective as of 11:59 p.m. on January 31, 2009.

FIFTH: The executed Agreement of Merger is on file at 2305 Chambliss Avenue NW, Cleveland, Tennessee 37311, the place of business of the Surviving Entity.

SIXTH: A copy of the Agreement of Merger will be furnished by the Surviving Entity on request, without cost, to any member of any constituent limited liability company or stockholder of any constituent corporation.

[THIS SPACE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Cleveland Tennessee Hospital Company, LLC, the surviving limited liability company, has caused this Certificate of Merger to be signed by the undersigned authorized person on this 29th day of January, 2009.

CLEVELAND TENNESSEE
HOSPITAL COMPANY, LLC

By: /s/ Rachel A. Seifert
Rachel A. Seifert, Senior Vice President

Exhibit 3.59

LIMITED LIABILITY COMPANY AGREEMENT

OF

CLEVELAND TENNESSEE HOSPITAL COMPANY, LLC

October 16, 2008

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Member	Preamble
Units	4.1

LIMITED LIABILITY COMPANY AGREEMENT
OF
CLEVELAND TENNESSEE HOSPITAL COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 16th day of October, 2008, by Cleveland Hospital Corporation, a Tennessee corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Cleveland Tennessee Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 ***General Powers.*** All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 ***Number, Election and Term.*** The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be

otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. ***(a)*** Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate

evidences an interest in Cleveland Tennessee Hospital Company, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(d) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

CLEVELAND HOSPITAL CORPORATION

By: /s/ Rachel A. Selfert
Name Rachel A. Selfert
Title: Senior Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Cleveland Hospital Corporation 4000 Meridian Blvd. Franklin, Tennessee 37067	[$100.00]	100

Exhibit 3.98

Delaware *PAGE 1*

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "DHFW HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE SIXTEENTH DAY OF JUNE, A.D. 2008, AT 4:04 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "DHFW HOLDINGS, LLC".

4562267 8100H

111141431

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9119702

DATE: 10-27-11

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is DHFW Holdings, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is_____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of DHFW Holdings, LLC this 16 day of June, 2008.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:12 PM 06/16/2008
FILED 04:04 PM 06/16/2008
SRV 080696898 4562267 FILE

Exhibit 3.99

LIMITED LIABILITY COMPANY AGREEMENT

OF

DHFW HOLDINGS, LLC

June 16, 2008

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GLOSSARY OF DEFINED TERMS

LIMITED LIABILITY COMPANY AGREEMENT
OF
DHFW HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT ("Agreement") is made as of the 16th day of June, 2008, by and between (i) QHG Fort Wayne Company, LLC, a Delaware limited liability company, and (ii) Frankfort Health Partner, Inc., an Indiana corporation. The foregoing parties are collectively referred to herein as "Members" and individually as a "Member." For purposes of this Agreement, the term "Members" includes all persons then acting in such capacity in accordance with the terms of this Agreement.

1. FORMATION.

1.1 Formation. The Members do hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be DHFW Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

2.3 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Members from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

2.4 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

2.5 Term. The term of the Company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

3. CAPITAL.

3.1 Initial Capital Contributions of Members. The interests of the Members shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. Each of the Members has been issued the number of Units listed on Exhibit A.

3.2 Additional Capital Contributions. In order to raise additional capital or for any other proper purpose, the Board is authorized (without the consent of the Members) to issue additional Units from time to time to Members or to other persons and to admit such persons as Members. The Board shall have sole and complete discretion in determining the consideration and terms and conditions with respect to any future issuance of Units. In addition, the Board is authorized to cause the issuance of any other type of security (including, without limitation, secured or unsecured debt securities and securities convertible into or otherwise granting a right to acquire any class of Units) from time to time to Members or other persons on terms and conditions established in the sole and complete discretion of the Board. In connection with future issuances of Units, the Board shall do all things necessary to comply with the Act and is authorized and directed to do all things it deems to be necessary or advisable in connection with any such future issuances, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any stock exchange on which the Units are listed for trading.

3.3 Loans from Interest Holders. If the Company has a temporary need for funds, the Company may borrow such funds from, among others, one or more of its Members or assignees of interests in the Company who are not admitted as substitute Members (Members and such unadmitted assignees are hereinafter collectively referred to as "Interest Holders") on such terms and conditions as shall be agreed to by the Board and such Interest Holders.

3.4 No Liability of Interest Holders. Except as otherwise specifically provided in the Act, no Interest Holder shall have any personal liability for the obligations of the Company. Except as provided in Section 4.1, no Interest Holder shall be obligated to contribute funds or loan money to the Company.

3.5 No Interest on Capital Contributions. No Interest Holder shall be entitled to interest on any capital contributions made to the Company.

3.6 No Withdrawal of Capital. No Member shall be entitled to withdraw any part of the Member's capital contributions to the Company, except as provided in Section 15. No Member shall be entitled to demand or receive any property from the Company other than cash, except as otherwise expressly provided for herein.

3.7 Capital Account. There shall be established on the books of the Company a capital account ("Capital Account") for each Interest Holder. It is the intention of the Members that such Capital Account be maintained in accordance with the provisions of Treas. Reg. § 1.704-l(b)(2)(iv), and this Agreement shall be so construed. Accordingly, such Capital Account shall initially be credited with the initial capital contribution of the Interest Holder and thereafter shall be increased by (i) any cash or the fair market value of any property contributed by such Interest Holder (net of any liabilities assumed by the Company or to which the

contributed property is subject) and (ii) the amount of all net income (whether or not exempt from tax) and gain allocated to such Interest Holder hereunder, and decreased by (i) the amount of all net losses allocated to such Interest Holder hereunder (including expenditures described in section 705(a)(2)(B) of the Internal Revenue Code of 1986, as amended ("Code"), or treated as such an expenditure by reason of Treas. Reg. § 1.704-1(b)(2)(iv)(i)) and (ii) the amount of cash, and the fair market value of property (net of any liabilities assumed by such Interest Holder or to which the distributed property is subject), distributed to such Interest Holder pursuant to Sections 9 and 15. If the Company has made an election under section 754 of the Code, Capital Accounts shall also be adjusted to the extent required by Treas. Reg. § 1.704-l(b)(2)(iv)(m). If an Interest Holder transfers all or any part of such Interest Holder's Units in accordance with the terms of this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent of the Units transferred.

3.8 No Preemptive Rights. No Interest Holder shall have any preemptive, preferential or other right with respect to (i) additional contributions to the capital of the Company, (ii) issuance or sale of Units, whether unissued or treasury, (iii) issuance of any obligations, evidences of indebtedness or other securities of the Company convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase or subscribe to, any such unissued or treasury Units, (iv) issuance of any right of subscription to or right to receive, or any warrant or option for the purchase of, any of the foregoing securities or (v) issuance or sale of any other securities that may be issued or sold by the Company.

4. ACCOUNTING.

4.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Upon reasonable request of a Member, such books and records shall be open to the inspection and examination by such Member in person or by such Member's duly authorized representatives during normal business hours and may be copied at such Member's expense.

4.2 Fiscal Year. The fiscal year of the Company shall be the calendar year ("Fiscal Year").

5. BANK ACCOUNTS.

5.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health System, Inc. on behalf of its affiliated hospitals and health care facilities.

6. ALLOCATION OF NET INCOME AND NET LOSS.

6.1 Net Income and Net Loss.

(a) Except as otherwise provided herein, the net income and net loss of the Company for each Fiscal Year, computed without regard to net gains resulting from the sale or other disposition of any hospital owned by the Company, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests. For purposes of this Agreement, the term "Percentage Interest" shall mean the percentage that the number of Units owned by an Interest Holder bears to the aggregate number of Units owned by all of the Interest Holders.

(b) Notwithstanding anything herein to the contrary, if an Interest Holder has a deficit balance in such Interest Holder's Capital Account (excluding from such Interest Holder's deficit Capital Account any amount which such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(l) and 1.704-2(i)(5)) and unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. § 1.704-l(b)(2)(ii)(d)(4), (5) or (6), then such Interest Holder will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance in such Interest Holder's Capital Account as quickly as possible. If there is an allocation to an Interest Holder pursuant to this Section 7.1(b), then future allocations of net income pursuant to Section 7.1 shall be adjusted so that those Interest Holders who were allocated less income, or a greater amount of loss, by reason of the allocation made pursuant to this Section 7.1(b), shall be allocated additional net income in an equal amount. It is the intention of the parties that the provisions of this Section 7.1(b) constitute a "*qualified income offset*" within the meaning of Treas. Reg. § 1.704-l(b)(2)(ii)(d), and such provisions shall be so construed.

(c) If there is a net decrease in the Company's Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(b)(2)) or Partner Nonrecourse Debt Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(i)(3)) during any Fiscal Year, each Interest Holder shall be allocated, before any other allocations hereunder, items of income and gain for such Fiscal Year (and subsequent Fiscal Years, if necessary), in an amount equal to such Interest Holder's share (determined in accordance with Treas. Reg. §§ 1.704-2(g) and 1.704-2(i)(5), as applicable) of the net decrease in the Company's Minimum Gain or Partner Nonrecourse Debt Minimum Gain, as applicable, for such Fiscal Year; provided, however, that no such allocation shall be required if any of the exceptions set forth in Treas. Reg. §§ 1.704-2(f) or 1.704-2(i)(4) apply. It is the intention of the parties that this provision constitute a "*minimum gain chargeback*" within the meaning of Treas. Reg. §§ 1.704-2(f) and 1.704-2(i)(4), and this provision shall be so construed.

(d) Notwithstanding anything herein to the contrary, the Company's partner nonrecourse deductions (within the meaning of Treas. Reg. § 1.704-2(i)(2)) shall be allocated solely to the Interest Holder who has the economic risk of loss with respect to the partner nonrecourse liability related thereto in accordance with the provisions of Treas. Reg. § 1.704-2(i)(l).

(e) Notwithstanding the provisions of Section 7.1(a), no net losses shall be allocated to an Interest Holder if such allocation would result in such Interest Holder having a

deficit balance in such Interest Holder's Capital Account (excluding from such Interest Holder's deficit Capital Account any amount such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(l) and 1.704-2(i)(5)). In such case, the net loss that would have been allocated to such Interest Holder shall be allocated to the other Interest Holders to whom such loss can be allocated without violation of the provisions of this Section 7.1(e) in proportion to their respective Percentage Interests among themselves.

(f) Notwithstanding the provisions of Section 7.1(a), to the extent losses are allocated to the Interest Holders by virtue of Section 7.1(e), the net income of the Company thereafter recognized shall be allocated to such Interest Holders (in proportion to the losses previously allocated to them pursuant to Section 7.1(e)) until such time as the net income of the Company allocated to them pursuant to this Section 7.1(f) equals the net losses allocated to them pursuant to Section 7.1(e).

(g) For Federal, state and local income tax purposes only, with respect to any assets contributed by an Interest Holder to the Company ("Contributed Assets") which have an agreed fair market value on the date of their contribution which differs from the Interest Holder's adjusted basis as of the date of contribution, the allocation of depreciation and gain or loss with respect to such Contributed Assets shall be determined in accordance with the provisions of section 704(c) of the Code and the regulations promulgated thereunder using the method selected by the Board. For purposes of this Agreement, an asset shall be deemed a Contributed Asset if it has a basis determined, in whole or in part, by reference to the basis of a Contributed Asset (including an asset previously deemed to be a Contributed Asset pursuant to this sentence). Notwithstanding the foregoing, if the gain from the sale of any Contributed Asset is being reported on the installment method for income tax purposes, then the total amount of gain which is to be recognized by each of the Interest Holders in accordance with the above provision in all taxable years shall be computed and the amount of gain to be recognized by each of the Interest Holders in each taxable year shall be in proportion to the total gain to be recognized by each of the Interest Holders in all taxable years.

6.2 Allocation of Excess Non recourse Liabilities. For purposes of section 752 of the Code and the regulations thereunder, the excess nonrecourse liabilities of the Company (within the meaning of Treas. Reg. § 1.752-3(a)(3)), if any, shall be allocated to the Interest Holders as follows:

(a) First, such excess nonrecourse liabilities shall be allocated to the Interest Holders up to the amount of built-in gain allocable to such Interest Holders on section 704(c) property (as defined in Treas. Reg. § 1.704-3(a)(3(ii)) or property for which reverse section 704(c) allocations are applicable (as described in Treas. Reg. § 1.704-3(a)(6)(i)) where such property is subject to the nonrecourse liability, to the extent such gain exceeds the gain described in Treas. Reg. § 1.752-3(a)(2).

(b) Second, the balance of such excess nonrecourse liabilities, if any, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests.

6.3 Allocations in Event of Transfer, Admission of New Member, Etc. In the event of (i) the transfer of all or any part of an Interest Holder's Units (in accordance with the

provisions of this Agreement), (ii) the admission of a new Member or (iii) disproportionate capital contributions, at any time other than at the end of a Fiscal Year, the transferring Interest Holder's, new Member's or Interest Holders' shares of the Company's income, gain, loss, deductions and credits allocable to such Units, as computed both for accounting purposes and for Federal income tax purposes, shall be allocated between the transferor Interest Holder and the transferee Interest Holder (or Interest Holders), the new Member and the other Interest Holders, or among the Interest Holders, as the case may be, in the same ratio as the number of days in such Fiscal Year before and after the date of such transfer, admission or disproportionate capital contributions; provided, however, that the Board shall have the option to treat the periods before and after the date of such transfer, admission or disproportionate capital contributions as separate Fiscal Years and allocate the Company's net income, gain, net loss, deductions and credits for each of such deemed separate Fiscal Years in accordance with the Interest Holders' respective interests in the Company for such deemed separate Fiscal Years. Notwithstanding the foregoing, if the Company uses the cash receipts and disbursements method of accounting, the Company's "allocable cash basis items," as that term is used in section 706(d)(2)(B) of the Code, shall be allocated as required by section 706(d)(2) of the Code and the regulations promulgated thereunder.

7. DISTRIBUTIVE SHARES AND FEDERAL INCOME TAX ELECTIONS.

7.1 Distributive Shares. For purposes of Subchapter K of the Code, the distributive shares of the Interest Holders of each item of Company taxable income, gains, losses, deductions or credits for any Fiscal Year shall be in the same proportions as their respective shares of the net income or net loss of the Company allocated to them pursuant to Section 7.1. Notwithstanding the foregoing, to the extent not inconsistent with the allocation of gain provided for in Section 7.1, gain recognized by the Company which represents recapture of depreciation or cost recovery deductions for Federal income tax purposes shall be allocated in the manner provided in Treas. Reg. § 1.1245-l(e) (regardless of whether real property or personal property is involved).

7.2 Elections. The election permitted to be made by section 754 of the Code, and any other elections required or permitted to be made by the Company under the Code, shall be made in such a manner as shall be determined by the Board.

7.3 Partnership Tax Treatment. It is the intention of the Members that the Company be treated as a partnership for Federal, state and local income tax purposes, and the Interest Holders shall not take any position or make any election, in a tax return or otherwise, inconsistent with such treatment.

7.4 Tax Matters Partner.

(a) The tax matters partner ("TMP") for the Company shall be QHG of Fort Wayne Company, LLC so long as it is a Member. The TMP shall have such authority as is granted a TMP under the Code.

(b) The TMP shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue Service and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel, as well as all other expenses incurred by the TMP in serving as the TMP, shall be a Company expense and shall be paid by the Company.

(c) The Company shall indemnify and hold harmless the TMP against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative proceeding in which the TMP is involved or threatened to be involved by reason of it being the TMP, provided that the TMP acted in good faith, within what the TMP reasonably believed to be the scope of the TMP's authority and for a purpose which the TMP reasonably believed to be in the best interests of the Company or the Interest Holders. The TMP shall not be indemnified under this provision against any liability to the Company or its Interest Holders to which the TMP would otherwise be subject by reason of willful misconduct or gross negligence in its duties involved in acting as TMP.

8. DISTRIBUTIONS. The Board shall determine whether distributions shall be made to the Members or whether the cash of the Company shall be reinvested for Company purposes.

9. BOARD OF DIRECTORS.

9.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

9.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individuals, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Directors shall be elected at the first annual members' meeting and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until the director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

9.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

9.4 Removal of Directors by Members. A director shall be removed by the Members only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Members may remove one or more directors with or without cause.

9.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

9.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

9.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

9.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

9.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

9.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

9.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding it or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

9.12 Chairman and Vice-Chairman of the Board. The Board may appoint one of its members Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice-Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

10. OFFICERS.

10.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. A duly appointed officer may appoint one or more

officers or assistant officers as provided in Section 11.11. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and Members' meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

10.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

10.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

10.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

10.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

10.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Members and the Board.

10.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Members. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting

shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

10.8 Vice-President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President (or, in the event there be more than one Vice-President, the Vice-Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

10.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

10.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Members' meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Members, which shall be furnished to the Secretary by the Members, sign with the President or a Vice-President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

10.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice-President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

11. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

11.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Members or the Company for any act or omission on behalf of the Company performed or omitted by them in good faith with the care a corporate officer of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

11.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan.

(b) To the fullest extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of the Members or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(d) Any repeal or modification of this Section 12.2 by the Members shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

12. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

12.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Interest Holders, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor any Interest Holder shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Interest Holders shall not be obligated to present any particular noncompeting business opportunity of a character which, if presented to the Company, could be taken by the Company and each Interest Holder and their Affiliates shall not have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company and the Interest Holders. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

12.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor any of the Interest Holders, shall have any rights in or to any income or profits derived there from. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

13. MEMBERS.

13.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, no Member, solely by virtue of his or her status as a Member, shall participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers. No Interest Holder shall have any right to participate in the management or control of the Company's business.

13.2 Meetings. Meetings of the Members may be called by the Chairman, the chief executive officer or the Board, and shall be called by the chief executive officer at the demand of the holders of at least 20% of all votes entitled to be cast on any issue proposed to be considered at the proposed meeting, provided that such requisite number of Members sign, date and deliver to the Secretary of the Company one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Unless otherwise fixed in this Agreement, the record date for determining Members entitled to demand a meeting shall be the date the first Member signs the demand.

13.3 Place of Members' Meeting. The Board may designate any place within or without the State of Delaware as the place for any meeting of the Members called by the Board. If no designation of place is properly made, the place of the meeting shall be at the principal office. If a meeting is called at the demand of the Members and the Members designate any place, either within or without the State of Delaware, as the place for the holding of such meeting, the meeting shall take place at the place designated. If no designation is properly made, the place of meeting shall be at the principal office.

13.4 Action Without Meeting. Any action required or permitted by the Act or this Agreement to be taken at a Members' meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

13.5 Notice of Meetings. Meetings of the Members may be held without notice of the date, time, place or purpose of the meeting.

13.6 Quorum and Voting. Members shall be entitled to take action on a matter at a meeting only if a quorum exists. Unless this Agreement provides otherwise, a majority of those votes entitled to be cast on the matter shall constitute a quorum for action on that matter. Members shall be entitled to one vote for each Unit owned. Unless this Agreement provides otherwise, if a quorum exists, action on any matter shall be approved if the votes cast favoring the action exceed the votes cast opposing the action.

13.7 Record Date. The Board may fix a record date of the Members of not more than 70 days before the meeting or action requiring a determination of the Members in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action. A determination of Members entitled to notice of, or to vote at, a Members' meeting shall be effective for any adjournment of the meeting unless the Board fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If not otherwise fixed by the Board in accordance with this Agreement, the record date for determining the Members entitled to notice of and to vote at an annual or special Members' meeting shall be the day before the first notice is delivered to the Members, and the record date for any consent action taken by the Members without a meeting and evidenced by one or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Company at its principal office.

13.8 Proxies. At all meetings of the Members, the Members may vote their Units in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form, either personally or by the Member's duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the Secretary, or other officer or agent authorized to tabulate votes. An appointment shall be valid for 11 months unless a longer, or shorter, period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Secretary or such other officer or agent authorized to tabulate votes has received written notice thereof. All proxies shall be filed with the Secretary or the person authorized to tabulate votes before or at the time of the meeting.

14. DISSOLUTION.

14.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Members to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Members' resolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

14.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Interest Holders in kind in liquidation of the Company.

14.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Board determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Interest Holders, in accordance with their respective Capital Accounts; provided, however, that if the Board has established any reserves in accordance with the provisions of Section 15.3(a), then the distributions pursuant to this Section 15.3(b) (including distributions of such reserve) shall be pro rata in accordance with the balances of the Interest Holders' Capital Accounts.

15. WITHDRAWAL, ASSIGNMENT AND ADDITION OF MEMBERS.

15.1 Assignment of an Interest Holder's Units. An Interest Holder may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Interest Holder's Units. If the Interest Holder was a Member, the transferee of the Units shall automatically become a substitute Member in the place of the Member.

15.2 Bankruptcy, Dissolution, Etc. of Interest Holders. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act, the successor-in-interest of such Member shall have all of the rights of a Member for the purposes of managing such Member's affairs and, if the Interest Holder was a Member, automatically become a substitute Member in place of the Member.

15.3 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in DHFW Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

16. GENERAL.

16.1 Notices.

(a) All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and be personally delivered against a written receipt, delivered to a reputable messenger service (such as FedEx, DHL Courier, United Parcel Service, etc.) for overnight delivery, transmitted by confirmed telephonic facsimile (fax) or transmitted by mail, registered, express or certified, return receipt requested, postage prepaid, addressed as follows:

(1) If given to the Company, to the Company at its principal office; and

(2) If given to an Interest Holder, to the Interest Holder at the address set forth in the records of the Company.

(b) All notices, demands and requests shall be effective upon being properly personally delivered, upon being delivered to a reputable messenger service, upon transmission of a confirmed fax, or upon being deposited in the United States mail in the manner provided in Section 17.1. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of personal delivery, the date of delivery by a reputable messenger service, the date on the confirmation of a fax, or the date on the return receipt, as applicable; provided, however, that if any patty rejects delivery, then the time for a response shall commence to run two days following the mailing of the notice.

16.2 Amendment.

(a) Except as provided in Section 17.2(b), this Agreement may be modified or amended from time to time only upon the consent of the holders of a majority of the Units.

(b) In addition to any amendments authorized by Section 17.1(a), this Agreement may be amended from time to time by the Board without the consent of the Members to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.3 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any pro-vision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.4 Confidentiality.

(a) Each Interest Holder agrees not to divulge, communicate, use to the detriment of the Company or for the benefit of any other person, or misuse in any way, any confidential information or trade secrets of the Company, including personnel information, secret processes, know-how, customer lists, formulas or other technical data, except as may be required by law; provided, however, that this prohibition shall not apply to (i) any information which, through no improper action of such Interest Holder, is publicly available or generally known in the industry or (ii) any information which is disclosed upon the consent of the Board. Each Interest Holder acknowledges and agrees that any information or data such Interest Holder has acquired on any of these matters or items were received in confidence and as a fiduciary of the Company.

(b) Each Interest Holder agrees that the Company would be irreparably damaged by reason of any violation of the provisions of Section 17.4(a), and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the Company shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a

temporary restraining order, a temporary injunction or a permanent injunction) against any Interest Holder, for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood among the parties that this injunctive or other equitable relief shall not be the Company's exclusive remedy for any breach of this Section 17.4 and the Company shall be entitled to seek any other relief or remedy that the Company may have by contract, statute, law or otherwise for any breach hereof, and it is agreed that the Company shall also be entitled to recover its attorneys' fees and expenses in any successful action or suit against any Interest Holder relating to any such breach.

16.5 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.6 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circum-stances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.7 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.8 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.9 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

16.10 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Members have duly executed this Agreement as of the date and year first written above.

QHG OF FORT WAYNE COMPANY, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Senior Vice President and Secretary
("Member")

FRANKFORT HEALTH PARTNER, INC.

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Senior Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
QHG of Fort Wayne Company, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 99.00	99
Frankfort Health Partner, Inc. 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 1.00	1

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "DHSC, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE NINETEENTH DAY OF MAY, A.D. 2005, AT 8 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-EIGHTH DAY OF MARCH, A.D. 2007, AT 11:19 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "DHSC, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

3973263 8100H

111141427

AUTHENTICATION: 9119695

DATE: 10-27-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF FORMATION
OF
DHSC, LLC

Under Section 18 -201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is DHSC, LLC (the "Company")

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service process on the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of May 19, 2005.

By: /s/ Donald P. Fay
Name: Donald P. Fay
Title: Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:00 AM 05/19/2005
FILED 08:00 AM 05/19/2005
SRV 050412312 - 3973263 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:19 AM 03/28/2007
FILED 11:19 AM 03/28/2007
SRV 070371086 - 3973263 FILE

CERTIFICATE OF MERGER
OF
MC HOSPITAL, LLC,
a Delaware limited liability company,
INTO
DHSC, LLC,
a Delaware limited liability company

To the Delaware Secretary of State:

1. MC Hospital, LLC, was formed in Delaware on 5/19/05 ("MC Hospital") DHSC, LLC, was formed in Delaware on 5/19/05 ("DHSC").

2. The Agreement and Plan of Merger has been approved and executed by MC Hospital and DHSC.

3. MC Hospital is to be merged with and into DHSC, which is to be the surviving entity. The name of the surviving entity is DHSC, LLC.

4. The effective date of the merger shall be April 1, 2007.

5. The Agreement and Plan of Merger is on file at the following place of business of the surviving entity: DHSC, LLC, c/o Triad Hospitals, Inc., 5800 Tennyson Parkway, Plano, Texas 75126.

6. A copy of the Agreement and Plan of Merger will be furnished by DHSC, on request and without cost, to any member of DHSC or any person holding an interest in DHSC or MC Hospital at the effective date of the merger.

IN WITNESS WHEREOF, the undersigned officer of DHSC has caused this Certificate of Merger to be duly executed on March 28, 2007.

DHSC, LLC

By: /s/ Rebecca Hurley
Rebecca Hurley, Senior Vice President

Exhibit 3.101

LIMITED LIABILITY COMPANY AGREEMENT
OF
DHSC, LLC

The undersigned hereby executes this Limited Liability Company Agreement (this "LLC Agreement") as the sole member (the "Member") of DHSC, LLC (the "Company"), a Delaware limited liability company formed on May 19, 2005 pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

The name of the Company shall be DHSC, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and the Member's rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Purpose. The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.

2. Contributions. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

3. Registered Office and Agent. The address of the registered and principal office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

4. Term. The term of the Company shall be perpetual.

5. Return of Contributions. Prior to the dissolution of the Company, no Member shall have the right to receive any distributions of or return of its capital contribution.

6. Dissolution. The Company shall dissolve, and its all affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

8. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

9. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to quality to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Rebecca Hurley	Senior Vice President; General Counsel & Secretary
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and Controller
Joe Johnson	Vice President and Assistant Secretary
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Admission of Substitute Member. A person who acquires the Member's limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

12. Liability of Member, Directors and Officers. Neither the Member nor any director or officer of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

13. Indemnification. The Company shall indemnity and hold harmless each director and officer of the Company and the Member and its partners, stockholders, officers, directors,

managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

14. Amendment. This Agreement may be amended from time to time with the consent of the Member.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16. Prior Agreements. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

The Member hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as of the date of formation of the Company as referenced above.

MEMBER:

Massillon Health System, LLC

By: /s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President

Delaware *PAGE 1*

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "HALLMARK HEALTHCARE COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, FILED THE TWENTY-FOURTH DAY OF APRIL, A.D. 1995, AT 3 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWENTY-SIXTH DAY OF MARCH, A.D. 2001, AT 9 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE THIRD DAY OF MARCH, A.D. 2003, AT 2:30 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE FIFTH DAY OF NOVEMBER, A.D. 2003, AT 7:56 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWENTY-FOURTH DAY OF SEPTEMBER, A.D. 2007, AT 12:32 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2007, AT 9:43 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2007, AT 11:45 O'CLOCK P.M.

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

0924764 8100X *AUTHENTICATION: 9119778*

111141558 *DATE: 10-27-11*

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF CONVERSION, CHANGING ITS NAME FROM "HALLMARK HEALTHCARE CORPORATION" TO "HALLMARK HEALTHCARE COMPANY, LLC", FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2007, AT 9:59 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2007, AT 11:50 O'CLOCK P.M.

CERTIFICATE OF FORMATION, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2007, AT 9:59 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2007, AT 11:50 O'CLOCK P.M.

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

0924764 8100X *AUTHENTICATION: 9119778*

111141558 *DATE: 10-27-11*

You may verify this certificate online at corp.delaware.gov/authver.shtml

SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:00 PH 04/24/1995
950090179 - 924764

AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION OF
HALLMARK HEALTHCARE CORPORATION

ORIGINALLY INCORPORATED AS
NATIONAL HEALTHCARE, INC.
ON OCTOBER 20, 1981

Hallmark Healthcare Corporation, a corporation organized and existing under the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY THAT:

I. The current name of the corporation is Hallmark Healthcare Corporation.

II. The amendment and restatement of the corporation's Certificate of Incorporation as set forth in Section IV below has been duly approved and adopted in accordance with the provisions of Section 242 and 245 of the General Corporation Law of the State of Delaware.

III. The provisions set forth below supersede the corporation's original Certificate of Incorporation, all amendments thereto and all restatements thereof and constitute the Amended and Restated Certificate of Incorporation of the Corporation.

FIRST: The name of the corporation (the "Corporation") is Hallmark Healthcare Corporation.

SECOND: The address of the Corporation's registered office in the State Of Delaware is 1013 Centre Road, County of New Castle, City of Wilmington, Delaware 19805. The name of the Corporation's registered agent at such address is Corporation Service Company.

THIRD: The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares which the Corporation shall have authority to issue is Ten Thousand (10,000) shares of Common Stock, par value five cents ($.05) per share.

FIFTH: Elections of directors need not be by written ballot except and to the extent provided in the by-laws of the Corporation.

SIXTH: To the full extent permitted by the General Corporation Law of the State of Delaware or any other applicable laws presently or hereafter in effect, no director of the Corporation shall be personally liable to the Corporation or its stockholders for or with respect to any acts or omissions in the performance of his or her duties as a director of the Corporation. Any repeal or modification of this Article Sixth shall not adversely affect any right or protection of a director of the Corporation existing immediately prior to such repeal or modification.

SEVENTH: Each person who is or was or has agreed to become a director or officer of the Corporation, or each such person who is or was serving or who has agreed to serve at the request of the Board of Directors or an officer of the Corporation as an employee or agent of the Corporation or as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including the heirs, executors, administrators, or estate of such person), shall be indemnified by the Corporation to the full extent permitted by the General Corporation Law of the State of Delaware or any other applicable laws as presently or hereafter in effect. Without limiting the generality or the effect of the foregoing, the Corporation may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Article. Any repeal or modification of this Article Seventh shall not adversely affect any right or protection existing hereunder immediately prior to such repeal or modification.

EIGHTH: In furtherance and not in limitation of the rights, powers, privileges and discretionary authority granted or conferred by the General Corporation Law of the State of Delaware or other statutes or laws of the State of Delaware, the Board of Directors is expressly authorized to make, alter, amend or repeal the by-laws of the Corporation, without any action on the part of the stockholders, but the stockholders may make additional by-laws and may alter, amend or repeal any by-law whether adopted by them or otherwise. The Corporation may in its by-laws confer powers upon its Board of Directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon the Board of Directors by applicable law.

NINTH: The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in the Certificate of Incorporation, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted, in the manner now or hereafter prescribed herein or by applicable law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to this reservation.

TENTH: The term of each director serving on the date hereof shall expire on the date of the next annual meeting of stockholders of the Corporation at which his successor is elected and qualified or upon his earlier death, resignation or removal.

IN WITNESS WHEREOF, the corporation has caused this Amended and Restated Certificate of Incorporation to be signed by Deborah G. Moffett, its Vice President and Treasurer, and attested by Linda K. Parsons, its Secretary, this 13th day of April, 1995.

HALLMARK HEALTHCARE CORPORATION

(Seal)

By: /s/ Deborah G. Moffett
Deborah G. Moffett
Vice President and Treasurer

ATTEST:

By: /s/ Linda K Parsons
Linda K. Parsons
Secretary

DDD05E1F

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 03/26/2001
010146850 – 0924764

CERTIFICATE OF CHANGE OF REGISTERED AGENT

AND

REGISTERED OFFICE

The Board of Directors of HALLMARK HEALTHCARE CORPORATION, a Corporation of Delaware, on March 27, 2001, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is **15 North Street**, in the City of **Dover**, County of **Kent Zip Code 19901**.

The name of the Registered Agent therein and in change thereof upon whom process against this Corporation may be served, is NATIONWIDE INFORMATION SERVICES, INC.

HALLMARK HEALTHCARE CORPORATION, a Corporation of Delaware, docs hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said Corporation has caused this certificate to be executed by its duly authorized officer on March 27, 2001.

/S/ Gregg Hamerschlag

Name: Gregg Hamerschlag
Title: Director

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:30 PM 03/03/2003
030139125 – 0924764

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

HALLMARK HEALTHCARE CORPORATION

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is **HALLMARK HEALTHCARE CORPORATION.**

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on March 3, 2003.

/s/ Sherry Connelly
Sherry Connelly, Assistant Secretary

DE BC D-:COA CERTIFICATE OF CHANGE 09/00 (#163)

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that:

1. The name of the corporation (hereinafter called the "Corporation") is

HALLMARK HEALTHCARE CORPORATION

2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.

3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.

4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on OCTOBER 22, 2003.

/s/ Kimberly A. Wright
Kimberly A. Wright
ASST. SEC.

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:58 PM 11/05/2003
FILED 07:56 PM 11/05/2003
SRV 030712499 – 0924764 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:55 PM 09/24/2007
FILED 12:32 PM 09/24/2007
SRV 071044113 – 0924764 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

OF

HALLMARK HEALTHCARE CORPORATION

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

HALLMARK HEALTHCARE CORPORATION

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on September 11, 2007

/s/ Rachel A. Seifert

Name: Rachel A. Seifert
Title: Sr. Vice President & Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:59 AM 12/28/2007
FILED 09:43 AM 12/28/2007
SRV 071369522 – 0924764 FILE

CERTIFICATE OF MERGER

MERGING

HALLMARK HOLDINGS CORP.
(a New York corporation)

INTO

HALLMARK HEALTHCARE CORPORATION
(a Delaware corporation)

Pursuant to Section 252 of the
Delaware General Corporation Law

The undersigned corporation, organized and existing under and by virtue of the Delaware General Corporation Law,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations in the merger are as follows:

Name	State of Incorporation
Hallmark Holdings Corp.	New York
Hallmark Healthcare Corporation	Delaware

SECOND: That an Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the Delaware General Corporation Law.

THIRD: That Hallmark Healthcare Corporation, a Delaware corporation, shall be the surviving corporation in the merger.

FOURTH: That the Certificate of Incorporation of Hallmark Healthcare Corporation shall be unaffected by the Merger and shall continue in effect as the Certificate of Incorporation of the surviving corporation until amended or repealed in accordance with the provisions thereof and of applicable law.

FIFTH: That the executed Agreement and Plan of Merger is on file at an office of the surviving corporation, the address of which is 4000 Meridian Blvd., Franklin, TN 30767.

SIXTH: That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: That the authorized capital stock of Hallmark Holdings Corp., a New York corporation, is one thousand (1,000) shares of common stock, par value $.01 per share.

EIGHTH: That the merger shall be effective at 11:45 p.m. on December 31, 2007.

IN WITNESS WHEREOF, Hallmark Healthcare Corporation, a Delaware corporation, has caused this Certificate of Merger to be executed by its duly authorized officer this 27th day of December, 2007.

HALLMARK HEALTHCARE CORPORATION

By: /s/ Rachel A Seifert
Name: Rachel A. Seifert
Title: Senior Vice President and Secretary

1335850

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:59 AM 12/28/2007
FILED 09:59 AM 12/28/2007
SRV 071369529 – 0924764 FILE

CERTIFICATE OF CONVERSION

CONVERTING

HALLMARK HEALTHCARE CORPORATION
(A Delaware Corporation)

TO

HALLMARK HEALTHCARE COMPANY, LLC
(A Delaware Limited Liability Company)

This Certificate of Conversion is being filed for the purpose of converting Hallmark Healthcare Corporation, a Delaware corporation (the "Converting Corporation"), to a Delaware limited liability company to be named "Hallmark Healthcare Company, LLC" (the "Company") pursuant to Section 18-214 of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq. (the "Delaware LLC Act''),

The undersigned, as an authorized person of the Converting Corporation and the Company, does hereby certify as follows:

1. Name of Converting Corporation. The name of the Converting Corporation, immediately prior to the filing of this Certificate of Conversion, was "Hallmark Healthcare Corporation".

2. Date and Jurisdiction of Incorporation of Converting Corporation. The date on which, and the jurisdiction where, the Converting Corporation was incorporated, which jurisdiction has not changed, are as follows:

Date	Jurisdiction
October 20,1981	Delaware

3. Name of Converted Limited Liability Company. The name of the Delaware limited liability company to which the Converting Corporation has been converted and the name set forth in the Certificate of Formation of the Company filed in accordance with Section 18-214(b) of the Delaware LLC Act is "Hallmark Healthcare Company, LLC".

4. Effective Time. This Certificate of Conversion shall be effective at 11:50 p.m. on December 31, 2007.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Conversion as of December 27, 2007.

/s/ Rachel A. Seifert
Name: Rachel A. Seifert
Authorized Person

1332523.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 09:59 AM 12/28/2007
FILED 09:59 AM 12/28/2007
SRV 071369529 – 0924764 FILE

CERTIFICATE OF FORMATION

OF

HALLMARK HEALTHCARE COMPANY, LLC

This Certificate of Formation is being filed pursuant to Section 18-214(b) of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., in connection with the conversion of Hallmark Healthcare Corporation, a Delaware corporation, to a Delaware limited liability company.

The undersigned, being duly authorized to execute and file this Certificate of Formation, does hereby certify as follows:

1. Name. The name of the limited liability company is Hallmark Healthcare Company, LLC (the "Company").

2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE (New Castle County) 19808. The registered agent of the Company for service of process at such address is Corporation Service Company.

3. Effective Time. This Certificate of Formation shall become effective at 11:50 p.m. on December 31, 2007.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of December 27, 2007.

/s/ Rachel A. Seifert
Name: Rachel A. Seifert
Authorized Person

1332508.1

Exhibit 3.139

LIMITED LIABILITY COMPANY AGREEMENT

OF

HALLMARK HEALTHCARE COMPANY, LLC

December 31, 2007

GLOSSARY OF DEFINED TERMS

Defined Terms	*Section*
Act	1.1
Affiliate	0
Agreement	Preamble
Board	10.1
Chairman	0
Company	1.1
Liability	0
Member	Preamble
Units	4.1

LIMITED LIABILITY COMPANY AGREEMENT
OF
HALLMARK HEALTHCARE COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 31st day of December, 2007, by CHS/Community Health Systems, Inc., a Delaware corporation (the "Member") for the purpose of (i) effectuating the conversion of Hallmark Healthcare Corporation, a Delaware corporation (the "Converted Corporation"), to a Delaware limited liability company, and (ii) adopting a limited liability company agreement for the governance of the business and affairs of such Delaware limited liability company, each pursuant to the provisions of the Act (as defined below).

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act"). The Company constitutes a continuation of the existence of the Converted Corporation in the form of a Delaware limited liability company. In accordance with Section 18-214(b) of the Act, the Certificate of Conversion (converting the Converted Corporation to the Company) and the Certificate of Formation of the Company have been duly executed by the Member or other person designated by the Member or by any officer, agent or employee of the registered agent of the Company in the State of Delaware (any such person being an authorized person to take such action) and filed in the Office of the Secretary of State of the State of Delaware. As provided in Section 18-214(d) of the Act, the existence of the Company is deemed to have commenced on October 21, 1981, the date the Converted Corporation was originally organized under the laws of the State of Delaware.

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Hallmark Healthcare Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals

from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701 -3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 ***General Powers***. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 ***Number, Election and Term***. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be

otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. INDEMNIFICATION.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1, A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Community Health Investment Company, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Senior Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
CHS/Community Health Systems, Inc. 4000 Meridian Blvd. Franklin, Tennessee 37067	The money, property or services previously contributed by the Sole Member to the Converted Corporation, the identified and agreed value of which are recorded in the books and records of the Company	100

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "KIRKSVILLE HOSPITAL COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-NINTH DAY OF OCTOBER, A.D. 2007, AT 10:10 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2007, AT 10:35 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2007, AT 11:59 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "KIRKSVILLE HOSPITAL COMPANY, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

4447853 8100H

AUTHENTICATION: 9119804

111141598

DATE: 10-27-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:28 AM 10/29/2007
FILED 10:10 AM 10/29/2007
SRV 071162628 – 4447853 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Kirksville Hospital Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County).

  The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Kirksville Hospital Company, LLC this 26 day of October, 2007.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:58 AM 12/28/2007
FILED 10:35 AM 12/28/2007
SRV 071369881 – 4447853 FILE

CERTIFICATE OF MERGER
MERGING
KIRKSVILLE HOSPITAL CORPORATION
WITH AND INTO
KIRKSVILLE HOSPITAL COMPANY, LLC

The undersigned limited liability company, formed and existing under and by virtue of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., does hereby certify that:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities in the merger are as follows:

Name	Jurisdiction of Formation or Organization
Kirksville Hospital Corporation	Missouri
Kirksville Hospital Company, LLC	Delaware

SECOND: An Agreement and Plan of Merger between the parties to the merger has been approved and executed by each of the constituent entities in accordance with the requirements of applicable law.

THIRD: The name of the surviving limited liability company is Kirksville Hospital Company, LLC.

FOURTH: This Certificate of Merger, and the merger referenced herein, shall be effective as of 11:59 p.m. on December 31, 2007.

FIFTH: The executed Agreement and Plan of Merger is on file at a place of business of the surviving limited liability company. The address of such place of business of the surviving limited liability company is 4000 Meridian Blvd., Franklin, TN 37067.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any stockholder or member of, or any other person holding an interest in, either of the constituent entities in the merger.

[Signature Page Follows]

IN WITNESS WHEREOF, the surviving limited liability company has caused this Certificate of Merger to be duly executed in its name this 27th day of December, 2007.

KIRKSVILLE HOSPITAL COMPANY, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Senior Vice President and Secretary Authorized Person

Exhibit 3.161

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

KIRKSVILLE HOSPITAL COMPANY, LLC

December 26, 2007

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
KIRKSVILLE HOSPITAL COMPANY, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of KIRKSVILLE HOSPITAL COMPANY, LLC, a Delaware limited liability company (the "Company"), is made as of the 26th day of December, 2007, by and among Community Health Investment Corporation, a Delaware corporation ("CHIC"), and each of the other persons and entities who are, or will become, members of the Company (collectively referred to herein as "Member or Members"). For the purposes of this Agreement, the term "Member or Members" includes all persons then acting in such capacity in accordance with the terms of this Agreement.

RECITALS:

CHIC has previously formed a limited liability company under and pursuant to the Delaware Limited Liability Company Act (the "Act"); and

CHIC now desires to amend and restate the Limited Liability Company Operating Agreement (the "Operating Agreement").

AGREEMENT:

NOW, THEREFORE, the Operating Agreement is hereby amended and restated in its entirety to read as follows:

1. FORMATION

1.1 Formation. The Company was formed as a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be KIRKSVILLE HOSPITAL COMPANY, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or

the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officers successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the

Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding

(whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in KIRKSVILLE HOSPITAL COMPANY, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the

Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(d) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

COMMUNITY HEALTH INVESTMENT CORPORATION

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Senior Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Community Health Investment Corporation 4000 Meridian Blvd. Franklin, Tennessee 37067	[$ 100.00]	100

Exhibit 3.182

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "MASSILLON COMMUNITY HEALTH SYSTEM LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, CHANGING ITS NAME FROM "TRI-SHELL 57 LLC" TO "MASSILLON COMMUNITY HEALTH SYSTEM LLC", FILED THE TENTH DAY OF NOVEMBER, A.D. 2004, AT 5:57 O'CLOCK P.M.

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9119922

DATE: 10-27-11

3575701 8100X

111141735

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:04 PM 11/10/2004
FILED 05:57 PM 11/10/2004
SRV 040813578 – 3575701 FILE

AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
TRI-SHELL 57 LLC

Under Section 18-208 of the
Delaware Limited Liability Company Act

This Amended and Restated Certificate of Formation of Tri-Shell 57 LLC (the "Company") has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of Section 18-208 of the Delaware Limited Liability Company Act, to amend and restate the Certificate of Formation (the "Certificate of formation") of the Company, which was filed on October 2, 2002 with the Secretary of State of Delaware.

The Certificate of Formation is hereby amended and restated in its entirety to read as follows:

"FIRST: The name of the Company is Massillon Community Health System LLC.

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle."

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of November 10, 2004.

By: /s/ Donald P. Fay
Donald P. Fay
Authorized Person

Exhibit 3.183

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

MASSILLON COMMUNITY HEALTH SYSTEM, LLC

June 1, 2009

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
MASSILLON COMMUNITY HEALTH SYSTEM, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT ("Agreement") is made as of the 1st day of June, 2009, by and between (i) Massillon Health System, LLC, a Delaware limited liability company, and (ii) Massillon Holdings, LLC, a Delaware limited liability company. The foregoing parties are collectively referred to herein as "Members" and individually as a "Member." For purposes of this Agreement, the term "Members" includes all persons then acting in such capacity in accordance with the terms of this Agreement.

RECITALS:

A. Massillon Community Health System, LLC, a Delaware limited liability company (the "Company"), was formed on October 2, 2002, and is governed by a Limited Liability Company Agreement dated February 1, 2006 (the "Operating Agreement").

B. Pursuant to a Membership Purchase Agreement, dated June 1, 2009, the Members acquired all of Akron General Medical Center's 16.42732% membership interest in the Company such that the Members collectively own 100% of the Company's outstanding membership interests.

C. The Members desire to amend and restate the Operating Agreement in its entirety.

AGREEMENT:

NOW, THEREFORE, the Operating Agreement is hereby amended and restated in its entirety to read as follows:

1. FORMATION.

1.1 Formation. The Company was formed as a limited liability company pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Massillon Community Health System, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

2.3 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Members from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

2.4 Company's Power. In furtherance of the purpose of the Company as set forth in Section 2.3, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

2.5 Term. The term of the Company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 14.

3. CAPITAL.

3.1 Issuance of Units to Members. The interests of the Members shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. Each of the Members has been issued the number of Units listed on Exhibit A.

3.2 Additional Capital Contributions. In order to raise additional capital or for any other proper purpose, the Board is authorized (without the consent of the Members) to issue additional Units from time to time to Members or to other persons and to admit such persons as Members. The Board shall have sole and complete discretion in determining the consideration and terms and conditions with respect to any future issuance of Units. In addition, the Board is authorized to cause the issuance of any other type of security (including, without limitation, secured or unsecured debt securities and securities convertible into or otherwise granting a right to acquire any class of Units) from time to time to Members or other persons on terms and conditions established in the sole and complete discretion of the Board. In connection with future issuances of Units, the Board shall do all things necessary to comply with the Act and is authorized and directed to do all things it deems to be necessary or advisable in connection with any such future issuances, including compliance with any statute, rule, regulation or guideline of any federal, state or other governmental agency or any stock exchange on which the Units are listed for trading.

3.3 Loans from Interest Holders. If the Company has a temporary need for funds, the Company may borrow such funds from, among others, one or more of its Members or assignees of interests in the Company who are not admitted as substitute Members (Members and such unadmitted assignees are hereinafter collectively referred to as "Interest Holders") on such terms and conditions as shall be agreed to by the Board and such Interest Holders.

3.4 No Liability of Interest Holders. Except as otherwise specifically provided in the Act, no Interest Holder shall have any personal liability for the obligations of the Company. Except as provided in Section 3.1, no Interest Holder shall be obligated to contribute funds or loan money to the Company.

3.5 No Interest on Capital Contributions. No Interest Holder shall be entitled to interest on any capital contributions made to the Company.

3.6 No Withdrawal of Capital. No Member shall be entitled to withdraw any part of the Member's capital contributions to the Company, except as provided in Section 14. No Member shall be entitled to demand or receive any property from the Company other than cash, except as otherwise expressly provided for herein.

3.7 Capital Account. There shall be established on the books of the Company a capital account ("Capital Account") for each Interest Holder. It is the intention of the Members that such Capital Account be maintained in accordance with the provisions of Treas. Reg. § 1.704-1(b)(2)(iv), and this Agreement shall be so construed. Accordingly, such Capital Account shall initially be credited with the initial capital contribution of the Interest Holder and thereafter shall be increased by (i) any cash or the fair market value of any property contributed by such Interest Holder (net of any liabilities assumed by the Company or to which the contributed property is subject) and (ii) the amount of all net income (whether or not exempt from tax) and gain allocated to such Interest Holder hereunder, and decreased by (i) the amount of all net losses allocated to such Interest Holder hereunder (including expenditures described in section 705(a)(2)(B) of the Internal Revenue Code of 1986, as amended ("Code"), or treated as such an expenditure by reason of Treas. Reg. § 1.704-I(b)(2)(iv)(i)) and (ii) the amount of cash, and the fair market value of property (net of any liabilities assumed by such Interest Holder or to which the distributed property is subject), distributed to such Interest Holder pursuant to Sections 8 and 14. If the Company has made an election under section 754 of the Code, Capital Accounts shall also be adjusted to the extent required by Treas. Reg. § 1.704-1(b)(2)(iv)(m). If an Interest Holder transfers all or any part of such Interest Holder's Units in accordance with the terms of this Agreement, the Capital Account of the transferor shall become the Capital Account of the transferee to the extent of the Units transferred.

3.8 No Preemptive Rights. No Interest Holder shall have any preemptive, preferential or other right with respect to (i) additional contributions to the capital of the Company, (ii) issuance or sale of Units, whether unissued or treasury, (iii) issuance of any obligations, evidences of indebtedness or other securities of the Company convertible into or exchangeable for, or carrying or accompanied by any rights to receive, purchase or subscribe to, any such unissued or treasury Units, (iv) issuance of any right of subscription to or right to receive, or any warrant or option for the purchase of, any of the foregoing securities or (v) issuance or sale of any other securities that may be issued or sold by the Company.

4. ACCOUNTING.

4.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Upon

reasonable request of a Member, such books and records shall be open to the inspection and examination by such Member in person or by such Member's duly authorized representatives during normal business hours and may be copied at such Member's expense.

4.2 Fiscal Year. The fiscal year of the Company shall be the calendar year ("Fiscal Year").

5. BANK ACCOUNTS.

5.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health System, Inc. on behalf of its affiliated hospitals and health care facilities.

6. ALLOCATION OF NET INCOME AND NET LOSS.

6.1 Net Income and Net Loss.

(a) Except as otherwise provided herein, the net income and net loss of the Company for each Fiscal Year, computed without regard to net gains resulting from the sale or other disposition of any hospital owned by the Company, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests. For purposes of this Agreement, the term "Percentage Interest" shall mean the percentage that the number of Units owned by an Interest Holder bears to the aggregate number of Units owned by all of the Interest Holders.

(b) Notwithstanding anything herein to the contrary, if an Interest Holder has a deficit balance in such Interest Holder's Capital Account (excluding from such Interest Holder's deficit Capital Account any amount which such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(1) and 1.704-2(i)(5)) and unexpectedly receives an adjustment, allocation or distribution described in Treas. Reg. § 1.704-1(b)(2)(ii)(d)(4), (5) or (6), then such Interest Holder will be allocated items of income and gain in an amount and manner sufficient to eliminate the deficit balance in such Interest Holder's Capital Account as quickly as possible. If there is an allocation to an Interest Holder pursuant to this Section 6.1(b), then future allocations of net income pursuant to Section 6.1 shall be adjusted so that those Interest Holders who were allocated less income, or a greater amount of loss, by reason of the allocation made pursuant to this Section 6.1(b), shall be allocated additional net income in an equal amount. It is the intention of the parties that the provisions of this Section 6.1(b) constitute a "*qualified income offset*" within the meaning of Treas. Reg. § 1.704-1(b)(2)(ii)(d), and such provisions shall be so construed.

(c) If there is a net decrease in the Company's Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(b)(2)) or Partner Nonrecourse Debt Minimum Gain (within the meaning of Treas. Reg. § 1.704-2(i)(3)) during any Fiscal Year, each Interest Holder shall be allocated, before any other allocations hereunder, items of income and gain for such Fiscal Year

(and subsequent Fiscal Years, if necessary), in an amount equal to such Interest Holder's share (determined in accordance with Treas. Reg. §§ 1.704-2(g) and 1,704-2(i)(5), as applicable) of the net decrease in the Company's Minimum Gain or Partner Nonrecourse Debt Minimum Gain, as applicable, for such Fiscal Year; provided, however, that no such allocation shall be required if any of the exceptions set forth in Treas. Reg. §§ 1.704-2(f) or 1.704-2(i)(4) apply. It is the intention of the parties that this provision constitute a "*minimum gain chargeback*" within the meaning of Treas. Reg. §§ 1.704-2(f) and 1.704-2(i)(4), and this provision shall be so construed.

(d) Notwithstanding anything herein to the contrary, the Company's partner nonrecourse deductions (within the meaning of Treas. Reg. § 1.704-2(i)(2)) shall be allocated solely to the Interest Holder who has the economic risk of loss with respect to the partner nonrecourse liability related thereto in accordance with the provisions of Treas. Reg. § 1.704-2(i)(l).

(e) Notwithstanding the provisions of Section 6.1(a), no net losses shall be allocated to an Interest Holder if such allocation would result in such Interest Holder having a deficit balance in such Interest Holder's Capital Account (excluding from such Interest Holder's deficit Capital Account any amount such Interest Holder is obligated to restore in accordance with Treas. Reg. § 1.704-1 (b)(2)(ii)(c), as well as any amount such Interest Holder is treated as obligated to restore under Treas. Reg. §§ 1.704-2(g)(l) and 1.704-2(i)(5)). In such case, the net loss that would have been allocated to such Interest Holder shall be allocated to the other Interest Holders to whom such loss can be allocated without violation of the provisions of this Section 6.1(e) in proportion to their respective Percentage Interests among themselves.

(f) Notwithstanding the provisions of Section 6.1(a), to the extent losses are allocated to the Interest Holders by virtue of Section 6.1(e), the net income of the Company thereafter recognized shall be allocated to such Interest Holders (in proportion to the losses previously allocated to them pursuant to Section 6.1(e)) until such time as the net income of the Company allocated to them pursuant to this Section 6.1(f) equals the net losses allocated to them pursuant to Section 6.1(e).

(g) For Federal, state and local income tax purposes only, with respect to any assets contributed by an Interest Holder to the Company ("Contributed Assets") which have an agreed fair market value on the date of their contribution which differs from the Interest Holder's adjusted basis as of the date of contribution, the allocation of depreciation and gain or loss with respect to such Contributed Assets shall be determined in accordance with the provisions of section 704(c) of the Code and the regulations promulgated thereunder using the method selected by the Board. For purposes of this Agreement, an asset shall be deemed a Contributed Asset if it has a basis determined, in whole or in part, by reference to the basis of a Contributed Asset (including an asset previously deemed to be a Contributed Asset pursuant to this sentence). Notwithstanding the foregoing, if the gain from the sale of any Contributed Asset is being reported on the installment method for income tax purposes, then the total amount of gain which is to be recognized by each of the Interest Holders in accordance with the above provision in all taxable years shall be computed and the amount of gain to be recognized by each of the Interest Holders in each taxable year shall be in proportion to the total gain to be recognized by each of the Interest Holders in all taxable years.

6.2 Allocation of Excess Non recourse Liabilities. For purposes of section 752 of the Code and the regulations thereunder, the excess nonrecourse liabilities of the Company (within the meaning of Treas. Reg. § 1.752-3(a)(3)), if any, shall be allocated to the Interest Holders as follows:

(a) First, such excess nonrecourse liabilities shall be allocated to the Interest Holders up to the amount of built-in gain allocable to such Interest Holders on section 704(c) property (as defined in Treas. Reg. § 1.704-3(a)(3(ii)) or property for which reverse section 704(c) allocations are applicable (as described in Treas. Reg. § 1.704-3(a)(6)(i)) where such property is subject to the nonrecourse liability, to the extent such gain exceeds the gain described in Treas. Reg. § 1.752-3(a)(2).

(b) Second, the balance of such excess nonrecourse liabilities, if any, shall be allocated to the Interest Holders in accordance with their respective Percentage Interests.

6.3 Allocations in Event of Transfer, Admission of New Member, Etc. In the event of (i) the transfer of all or any part of an Interest Holder's Units (in accordance with the provisions of this Agreement), (ii) the admission of a new Member or (iii) disproportionate capital contributions, at any time other than at the end of a Fiscal Year, the transferring Interest Holder's, new Member's or Interest Holders' shares of the Company's income, gain, loss, deductions and credits allocable to such Units, as computed both for accounting purposes and for Federal income tax purposes, shall be allocated between the transferor Interest Holder and the transferee Interest Holder (or Interest Holders), the new Member and the other Interest Holders, or among the Interest Holders, as the case may be, in the same ratio as the number of days in such Fiscal Year before and after the date of such transfer, admission or disproportionate capital contributions; provided, however, that the Board shall have the option to treat the periods before and after the date of such transfer, admission or disproportionate capital contributions as separate Fiscal Years and allocate the Company's net income, gain, net loss, deductions and credits for each of such deemed separate Fiscal Years in accordance with the Interest Holders' respective interests in the Company for such deemed separate Fiscal Years. Notwithstanding the foregoing, if the Company uses the cash receipts and disbursements method of accounting, the Company's "allocable cash basis items," as that term is used in section 706(d)(2)(B) of the Code, shall be allocated as required by section 706(d)(2) of the Code and the regulations promulgated thereunder.

7. DISTRIBUTIVE SHARES AND FEDERAL INCOME TAX ELECTIONS.

7.1 Distributive Shares. For purposes of Subchapter K of the Code, the distributive shares of the Interest Holders of each item of Company taxable income, gains, losses, deductions or credits for any Fiscal Year shall be in the same proportions as their respective shares of the net income or net loss of the Company allocated to them pursuant to Section 6.1. Notwithstanding the foregoing, to the extent not inconsistent with the allocation of gain provided for in Section 6.1, gain recognized by the Company which represents recapture of depreciation or cost recovery deductions for Federal income tax purposes shall be allocated in the manner provided in Treas. Reg. § 1.1245-1(e) (regardless of whether real property or personal property is involved).

7.2 Elections. The election permitted to be made by section 754 of the Code, and any other elections required or permitted to be made by the Company under the Code, shall be made in such a manner as shall be determined by the Board.

7.3 Partnership Tax Treatment. It is the intention of the Members that the Company be treated as a partnership for Federal, state and local income tax purposes, and the Interest Holders shall not take any position or make any election, in a tax return or otherwise, inconsistent with such treatment.

7.4 Tax Matters Partner.

(a) The tax matters partner ("TMP") for the Company shall be Massillon Health System, LLC so long as it is a Member. The TMP shall have such authority as is granted a TMP under the Code.

(b) The TMP shall employ experienced tax counsel to represent the Company in connection with any audit or investigation of the Company by the Internal Revenue Service and in connection with all subsequent administrative and judicial proceedings arising out of such audit. The fees and expenses of such counsel, as well as all other expenses incurred by the TMP in serving as the TMP, shall be a Company expense and shall be paid by the Company.

(c) The Company shall indemnify and hold harmless the TMP against judgments, fines, amounts paid in settlement and expenses (including attorneys' fees) reasonably incurred by the TMP in any civil, criminal or investigative proceeding in which the TMP is involved or threatened to be involved by reason of it being the TMP, provided that the TMP acted in good faith, within what the TMP reasonably believed to be the scope of the TMP's authority and for a purpose which the TMP reasonably believed to be in the best interests of the Company or the Interest Holders. The TMP shall not be indemnified under this provision against any liability to the Company or its Interest Holders to which the TMP would otherwise be subject by reason of willful misconduct or gross negligence in its duties involved in acting as TMP.

8. DISTRIBUTIONS. The Board shall determine whether distributions shall be made to the Members or whether the cash of the Company shall be reinvested for Company purposes.

9. BOARD OF DIRECTORS.

9.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

9.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individuals, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Directors shall be elected at the first annual members' meeting and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until the director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

9.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

9.4 Removal of Directors by Members. A director shall be removed by the Members only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Members may remove one or more directors with or without cause.

9.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

9.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

9.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

9.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

9.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

9.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

9.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action

taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding it or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

9.12 Chairman and Vice-Chairman of the Board. The Board may appoint one of its members Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice-Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

10. OFFICERS.

10.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. A duly appointed officer may appoint one or more officers or assistant officers as provided in Section 10.11. The same individual may simultaneously hold more than one office in the Company. Section 10.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and Members' meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

10.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

10.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

10.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

10.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

10.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Members and the Board.

10.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 10.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Members. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

10.8 Vice-President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice-President (or, in the event there be more than one Vice-President, the Vice-Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

10.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 5.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

10.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Members' meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Members, which shall be furnished to the Secretary by the Members, sign

with the President or a Vice-President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

10.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice-President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

11. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

11.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Members or the Company for any act or omission on behalf of the Company performed or omitted by them in good faith with the care a corporate officer of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

11.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 11.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan.

(b) To the fullest extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 11.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 11.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 11.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of the Members or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

(d) Any repeal or modification of this Section 11.2 by the Members shall not adversely affect any right or protection of a director or officer of the Company under this Section 11.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

12. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

12.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Interest Holders, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor any Interest Holder shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Interest Holders shall not be obligated to present any particular noncompeting business opportunity of a character which, if presented to the Company, could be taken by the Company and each Interest Holder and their Affiliates shall not have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company and the Interest Holders. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

12.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor any of the Interest Holders, shall have any rights in or to any income or profits derived there from. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

13. MEMBERS.

13.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, no Member, solely by virtue of his or her status as a Member, shall participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers. No Interest Holder shall have any right to participate in the management or control of the Company's business.

13.2 Meetings. Meetings of the Members may be called by the Chairman, the chief executive officer or the Board, and shall be called by the chief executive officer at the demand of the holders of at least 20% of all votes entitled to be cast on any issue proposed to be considered at the proposed meeting, provided that such requisite number of Members sign, date and deliver to the Secretary of the Company one or more written demands for the meeting describing the purpose or purposes for which it is to be held. Unless otherwise fixed in this Agreement, the record date for determining Members entitled to demand a meeting shall be the date the first Member signs the demand.

13.3 Place of Members' Meeting. The Board may designate any place within or without the State of Delaware as the place for any meeting of the Members called by the Board. If no designation of place is properly made, the place of the meeting shall be at the principal office. If a meeting is called at the demand of the Members and the Members designate any place, either within or without the State of Delaware, as the place for the holding of such meeting, the meeting shall take place at the place designated. If no designation is properly made, the place of meeting shall be at the principal office.

13.4 Action Without Meeting. Any action required or permitted by the Act or this Agreement to be taken at a Members' meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the Members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted.

13.5 Notice of Meetings. Meetings of the Members may be held without notice of the date, time, place or purpose of the meeting.

13.6 Quorum and Voting. Members shall be entitled to take action on a matter at a meeting only if a quorum exists. Unless this Agreement provides otherwise, a majority of

those votes entitled to be cast on the matter shall constitute a quorum for action on that matter. Members shall be entitled to one vote for each Unit owned. Unless this Agreement provides otherwise, if a quorum exists, action on any matter shall be approved if the votes cast favoring the action exceed the votes cast opposing the action.

13.7 Record Date. The Board may fix a record date of the Members of not more than 70 days before the meeting or action requiring a determination of the Members in order to determine the Members entitled to notice of a Members' meeting, to demand a special meeting, to vote or to take any other action. A determination of Members entitled to notice of, or to vote at, a Members' meeting shall be effective for any adjournment of the meeting unless the Board fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting. If not otherwise fixed by the Board in accordance with this Agreement, the record date for determining the Members entitled to notice of and to vote at an annual or special Members' meeting shall be the day before the first notice is delivered to the Members, and the record date for any consent action taken by the Members without a meeting and evidenced by one or more written consents shall be the first date upon which a signed written consent setting forth such action is delivered to the Company at its principal office.

13.8 Proxies. At all meetings of the Members, the Members may vote their Units in person or by proxy. A Member may appoint a proxy to vote or otherwise act for the Member by signing an appointment form, either personally or by the Member's duly authorized attorney-in-fact. An appointment of a proxy shall be effective when the appointment form is received by the Secretary, or other officer or agent authorized to tabulate votes. An appointment shall be valid for 11 months unless a longer, or shorter, period is expressly provided in the appointment form. An appointment of proxy shall be revocable by the Member unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest. The revocation of an appointment of proxy shall not be effective until the Secretary or such other officer or agent authorized to tabulate votes has received written notice thereof. All proxies shall be filed with the Secretary or the person authorized to tabulate votes before or at the time of the meeting.

14. DISSOLUTION.

14.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Members to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Members' resolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 14.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

14.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Interest Holders in kind in liquidation of the Company.

14.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Board determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Interest Holders, in accordance with their respective Capital Accounts; provided, however, that if the Board has established any reserves in accordance with the provisions of Section 14.3(a), then the distributions pursuant to this Section 14.3(b) (including distributions of such reserve) shall be pro rata in accordance with the balances of the Interest Holders' Capital Accounts.

15. WITHDRAWAL, ASSIGNMENT AND ADDITION OF MEMBERS.

15.1 Assignment of an Interest Holder's Units. An Interest Holder may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Interest Holder's Units. If the Interest Holder was a Member, the transferee of the Units shall automatically become a substitute Member in the place of the Member.

15.2 Bankruptcy, Dissolution, Etc. of Interest Holders. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act, the successor-in-interest of such Member shall have all of the rights of a Member for the purposes of managing such Member's affairs and, if the Interest Holder was a Member, automatically become a substitute Member in place of the Member.

15.3 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Massillon Community Health System, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

16. GENERAL.

16.1 Notices.

(a) All notices, requests, demands or other communications required or permitted under this Agreement shall be in writing and be personally delivered against a written receipt, delivered to a reputable messenger service (such as FedEx, DHL Courier, United Parcel Service, etc.) for overnight delivery or transmitted by mail, registered, express or certified, return receipt requested, postage prepaid, addressed as follows:

(1) If given to the Company, to the Company at its principal office; and

(2) If given to an Interest Holder, to the Interest Holder at the address set forth in the records of the Company.

(b) All notices, demands and requests shall be effective upon being properly personally delivered, upon being delivered to a reputable messenger service or upon being deposited in the United States mail in the manner provided in Section 16.1. However, the time period in which a response to any such notice, demand or request must be given shall commence to run from the date of personal delivery, the date of delivery by a reputable messenger service or the date on the return receipt, as applicable; provided, however, that if any party rejects delivery, then the time for a response shall commence to run two days following the mailing of the notice.

16.2 Amendment.

(a) Except as provided in Section 16.2(b), this Agreement may be modified or amended from time to time only upon the consent of the holders of a majority of the Units.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Members to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.3 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any pro-vision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.4 Confidentiality.

(a) Each Interest Holder agrees not to divulge, communicate, use to the detriment of the Company or for the benefit of any other person, or misuse in any way, any confidential information or trade secrets of the Company, including personnel information, secret

processes, know-how, customer lists, formulas or other technical data, except as may be required by law; provided, however, that this prohibition shall not apply to (i) any information which, through no improper action of such Interest Holder, is publicly available or generally known in the industry or (ii) any information which is disclosed upon the consent of the Board. Each Interest Holder acknowledges and agrees that any information or data such Interest Holder has acquired on any of these matters or items were received in confidence and as a fiduciary of the Company.

(b) Each Interest Holder agrees that the Company would be irreparably damaged by reason of any violation of the provisions of Section 16.4(a), and that any remedy at law for a breach of such provisions would be inadequate. Therefore, the Company shall be entitled to seek and obtain injunctive or other equitable relief (including, but not limited to, a temporary restraining order, a temporary injunction or a permanent injunction) against any Interest Holder, for a breach or threatened breach of such provisions and without the necessity of proving actual monetary loss. It is expressly understood among the parties that this injunctive or other equitable relief shall not be the Company's exclusive remedy for any breach of this Section 16.4 and the Company shall be entitled to seek any other relief or remedy that the Company may have by contract, statute, law or otherwise for any breach hereof, and it is agreed that the Company shall also be entitled to recover its attorneys' fees and expenses in any successful action or suit against any Interest Holder relating to any such breach.

16.5 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.6 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.7 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.8 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.9 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

16.10 Counterparts. This Agreement may be executed in any number of counterparts and all such counterparts shall, for all purposes, constitute one agreement, binding upon the parties hereto, notwithstanding that all parties are not signatory to the same counterpart.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Members have duly executed this Agreement as of the date and year first written above.

MASSILLON HEALTH SYSTEM, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Senior Vice President and Secretary

("Member")

MASSILLON HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Senior Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Massillon Health System, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	**[$ 99.00]**	99
Massillon Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	**[$ 1.00]**	1

Exhibit 3.186

Delaware *PAGE 1*

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "MASSILLON HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE EIGHTEENTH DAY OF MAY, A.D. 2009, AT 5:31 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "MASSILLON HOLDINGS, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

4688840 8100H *AUTHENTICATION: 9119931*

111141740 *DATE: 10-27-11*

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:29 PM 05/18/2009
FILED 05:31 PM 05/18/2009
SRV 090490544 – 4688840 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Massillon Holdings, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Massillon Holdings, LLC this 18th day of May, 2009.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

Exhibit 3.187

LIMITED LIABILITY COMPANY AGREEMENT

OF

MASSILLON HOLDINGS, LLC

May 18, 2009

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LIMITED LIABILITY COMPANY AGREEMENT
OF
MASSILLON HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 18th day of May, 2009, by QHG of Massillon, Inc., an Ohio corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Massillon Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701 -2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be

more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the

advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Massillon Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale

or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1 (a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

QHG OF MASSILLON, INC.

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Senior Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
QHG of Massillon, Inc. 4000 Meridian Blvd. Franklin, Tennessee 37067	[$ 100.00]	100

Exhibit 3.188

Delaware

The first State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "MCKENZIE TENNESSEE HOSPITAL COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE NINTH DAY OF NOVEMBER, A.D. 2007, AT 11:31 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2007, AT 10:33 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2007, AT 11:59 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "MCKENZIE TENNESSEE HOSPITAL COMPANY, LLC".

4455045 8100H
111141749

Seal

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9119939

DATE: 10-27-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:37 AM 11/09/2007
FILED 11:31 AM 11/09/2007
SRV 071208086 — 4455045 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is McKenzie Tennessee Hospital Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County).

  The name of its Registered agent at such address is Corporation Service Company.
- **Third:** (*Use this paragraph only if the company is to have a specific effective date of dissolution*.) "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** (*Insert any other matters the members determine to include herein*.)

In Witness Whereof, the undersigned have executed this Certificate of Formation of McKenzie Tennessee Hospital Company, LLC this 9 day of November, 2007.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:58 AM 12/28/2007
FILED 10:33 AM 12/28/2007
SRV 0713698 70 — 4455045 FILE

CERTIFICATE OF MERGER
MERGING
MCKENZIE HOSPITAL CORPORATION
WITH AND INTO
MCKENZIE TENNESSEE HOSPITAL COMPANY, LLC

The undersigned limited liability company, formed and existing under and by virtue of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., does hereby certify that:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities in the merger are as follows:

Name	Jurisdiction of Formation or Organization
McKenzie Hospital Corporation	Tennessee
McKenzie Tennessee Hospital Company, LLC	Delaware

SECOND: An Agreement and Plan of Merger between the parties to the merger has been approved and executed by each of the constituent entities in accordance with the requirements of applicable law.

THIRD: The name of the surviving limited liability company is McKenzie Tennessee Hospital Company, LLC.

FOURTH: This Certificate of Merger, and the merger referenced herein, shall be effective as of 11:59 p.m. on December 31 , 2007.

FIFTH: The executed Agreement and Plan of Merger is on file at a place of business of the surviving limited liability company. The address of such place of business of the surviving limited liability company is 4000 Meridian Blvd., Franklin, TN 37067.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any stockholder or member of, or any other person holding an interest in, either of the constituent entities in the merger.

[Signature Page Follows]

IN WITNESS WHEREOF, the surviving limited liability company has caused this Certificate of Merger to be duly executed in its name this 27th day of December, 2007.

MCKENZIE TENNESSEE HOSPITAL COMPANY, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Senior Vice President and Secretary

Authorized Person

Exhibit 3.189

AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

MCKENZIE TENNESSEE HOSPITAL COMPANY, LLC

December 26, 2007

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
MCKENZIE TENNESSEE HOSPITAL COMPANY, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of MCKENZIE TENNESSEE HOSPITAL COMPANY, LLC, a Delaware limited liability company (the "Company"), is made as of the 26th day of December, 2007, by and among Community Health Investment Corporation, a Delaware corporation ("CHIC"), and each of the other persons and entities who are, or will become, members of the Company (collectively referred to herein as "Member or Members"). For the purposes of this Agreement, the term "Member or Members" includes all persons then acting in such capacity in accordance with the terms of this Agreement.

RECITALS:

CHIC has previously formed a limited liability company under and pursuant to the Delaware Limited Liability Company Act (the "Act"); and

CHIC now desires to amend and restate the Limited Liability Company Operating Agreement (the "Operating Agreement").

AGREEMENT:

NOW, THEREFORE, the Operating Agreement is hereby amended and restated in its entirety to read as follows:

1. FORMATION

1.1 Formation. The Company was formed as a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be MCKENZIE TENNESSEE HOSPITAL COMPANY, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 30l.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 ***General Powers.*** All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 ***Number, Election and Term.*** The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors. Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or

the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1. and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the

Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding

(whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in MCKENZIE TENNESSEE HOSPITAL COMPANY, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the

Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(d) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions: Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

COMMUNITY HEALTH INVESTMENT CORPORATION

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Senior Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Community Health Investment Corporation 4000 Meridian Blvd. Franklin, Tennessee 37067	$[100.00]	100

Exhibit 3.192

seal **Arkansas Secretary of State**
Mark Martin
State Capitol Building ¿ Little Rock, Arkansas 72201-1094 ¿ 501.682.3409

I, Mark Martin, Arkansas Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

All Corporate records on file for

filed on this Feb 23, 1996

MCSA, L.L.C.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 27th day of October, 2011.

/s/ Mark Martin
Mark Martin
Arkansas Secretary of State

By: /s/ Shawn Van Camp
Shawn Van Camp

FILED
CORPORATIONS DIVISION
NO 129761
SHARON PRIEST
SECRETARY OF STATE
STATE OF ARKANSAS

ARTICLES OF ORGANIZATION
MCSA, L.L.C.

The undersigned, desiring to form a limited liability company pursuant to the provisions of the Arkansas Act 1003 of 1993 and any and all acts amendatory thereof or supplemental thereto, hereby certifies that:

1. Name. The name of the limited liability company (hereinafter referred to as the "Limited" Liability Company") is MCSA, L.L.C.

2. Address. The address of the registered office of the Limited Liability Company and the name and business residence of the registered agent are as follows:

Registered Agent/Registered Office
Prentice-Hall Corporation System, Arkansas
One Riverfront Place, 8th Floor
North Little Rock, Arkansas 72119

3. Duration. The Limited Liability Company is to dissolve no later than December 31, 2035, unless otherwise provided in the operating agreement of the Limited Liability Company.

4. Management. The management of the Limited Liability Company is vested in its managers.

5. Amendment to Articles of Organization. From time to time any of the provisions of these Articles of Organization may be amended, altered, or repealed and other provisions authorized by the laws of the state of Arkansas at the time in force may be added or inserted in the manner and at the time prescribed by said laws.

IN WITNESS WHEREOF, the undersigned has hereunto signed these Articles of Organization on behalf of the members of MCSA, L.L.C., effective as of February 23, 1996.

/s/ Price C. Gardner
Price C. Gardner, Member Representative

FILED
CORPORATIONS DIVISION
NO 129761
SHARON PRIEST
SECRETARY OF STATE
STATE OF ARKANSAS

Corporation and UCC Records ☒ *Elections* ☒ *Capitol Building and Grounds*

seal **Arkansas Secretary of State**
Sharon Priest

State Capitol • Little Rock, Arkansas 72201-1094 • 501.682.1010

APPLICATION FOR FICTITIOUS NAME
For A Limited Liability Company

To: Sharon Priest
Secretary of State
State Capitol
Little Rock, Arkansas 72201-1094

Pursuant to the provisions of Act 1528 of 1999, the undersigned limited liability company hereby applies for the use of a fictitious name and submits herewith the following statement:

1. The fictitious name under which the business is being, or will be, conducted by this limited liability company is:
Medical Center of South Arkansas

2. The character of the business being, or to be, conducted under such fictitious name is:
Health care services

3. a) The limited liability company's name and its date of qualification in Arkansas:

MCSA, LLC – 2/23/1996

b) The State of organization is:

Arkansas

c) The location (city and street address) of the registered office of the applicant limited liability company in Arkansas is:

Street _____ DC

City North Little Rock

State Arkansas

Signature: /s/_____
(The manager or member acknowledges that ha/she is authorized to execute this application)

Address: 700 West Grove Street, El Dorado, Arkansas 71730

INSTRUCTIONS:

Prepare this form in duplicate, send to Secretary of State's Office, Corporations Division, State Capitol, Little Rock, Arkansas. Duplicate copy will be returned to the limited liability company.

Fee $25.00 **DN-18b/F-18b/Rev. 11/99**

FILED—Arkansas Secretary of State #100129761 08/09/2005 10:58

NOTICE OF CHANGE OF ADDRESS OF THE
AGENT FOR SERVICE OF PROCESS
BY THE REGISTERED AGENT

To: Charlie Daniels
Secretary of State
Corporations Division
Little Rock, AR 72201-1094

Pursuant to the Arkansas code for Change of Registered Agent, the undersigned submits the following statement for the purpose of changing the address of the agent for service of process for the below named entity registered in the state of Arkansas.

1. Name of entity

   MCSA, L.L.C.

2. The current address of the agent for service of process is:

   120 East Fourth Street
   Little Rock, AR 72201

3. The address of the agent for service of process is changed to:

   101 S. Spring Street
   Suite 220
   Little Rock, Arkansas 72201

4. Name of the present agent for service of process:

   The Prentice-Hall Corporation System, Arkansas

5. The above listed entity has been notified of the change of address of the agent for service of process.

Dated: August 8, 2005

The Prentice-Hall Corporation System, Arkansas

/s/ John H. Pelletier
John H. Pelletier, Asst. VP

FILED—Arkansas Secretary of State #100129761 10/01/2007 13:18

Seal **Arkansas Secretary of State**

State Capitol • Little Rock, Arkansas 72201-1094

Charlie Daniels **501-682-3409 • www.sos.arkansas.gov**

Business & Commercial Services, 250 Victory Building, 1401 W. Capitol, Little Rock

NOTICE OF CHANGE OF COMMERCIAL REGISTERED AGENT INFORMATION
(PLEASE TYPE OR PRINT CLEARLY IN INK)

1. a. Current Name of Commercial Registered Agent: The Prentice-Hall Corporation System, Arkansas

   b. New name of Commercial Registered Agent: _____

2. a. Current address on file: 101 S. Spring Street,
   Street Address
   Suite 220, Little Rock, AR 72201
   Street Address Line 2 City, State Zip
   Street Address

   b. New address: 300 Spring Building, Suite 900
   300 S. Spring Street, Little Rock, AR 72201
   Street Address Line 2 City, State Zip

3. a. Jurisdiction / type of organization: Arkansas—Domestic For Profit Corporation

   b. New jurisdiction / new type of organization: _____

4. Attach a listing of ALL entities effected by the above change(s).

A commercial registered agent shall promptly furnish each entity it represents with notice of the filing of a statement of change.

I understand that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to $100.00 and/or imprisonment up to 30 days.

Executed this 28th day of September, 2007.

/s/ /s/ John H. Pelletier, Asst. VP

Signature and Title of Authorized Individual Printed Name of Authorized Individual

FILED
BUSINESS SERVICES DIVISION
NO. _____

SECRETARY OF STATE
STATE OF ARKANSAS

NO FEE CRA-CF Rev. 08/07

Seal **Arkansas Secretary of State**
Mark Martin

State Capitol Building ¿Little Rock, Arkansas 72201-1094 ¿501.682.3409

CERTIFICATE OF GOOD STANDING

I, Mark Martin, Arkansas Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the records of this office show

PHILLIPS HOSPITAL CORPORATION

authorized to transact business in the State of Arkansas as a For Profit Corporation, filed Articles of Incorporation in this office January 24, 2002.

Our records reflect that said entity, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 27th day of October, 2011.

/s/ Mark Martin
Mark Martin
Arkansas Secretary of State

By: /s/ Nannette Akins
Nannette Akins

Exhibit 3.193

THIRD AMENDED AND RESTATED

LIMITED LIABILITY COMPANY AGREEMENT

OF

MCSA, L.L.C.

April 1, 2009

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THIRD AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
MCSA, L.L.C.

THIS THIRD AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 1st day of April, 2009, by Triad-El Dorado, Inc., an Arkansas corporation (the "Member").

RECITALS:

A. MCSA, L.L.C., an Arkansas limited liability company (the "Company"), was formed on February 23, 1996, and is governed by a Limited Liability Company Agreement dated June 24, 1999, as amended (the "Operating Agreement").

B. Pursuant to a Membership Interest Purchase Agreement dated April 1, 2009, the Member acquired all of SHARE Foundation's 50% membership interest in the Company such that the Member collectively owns 100% of the Company's outstanding membership interests.

C. The Member desires to amend and restate the Operating Agreement in its entirety.

AGREEMENT:

NOW, **THEREFORE**, the Operating Agreement is hereby amended and restated in its entirety to read as follows:

1. FORMATION.

1.1 Formation. The Company was formed as a limited liability company pursuant to the provisions of the Arkansas Small Business Entity Tax Pass Through Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be MCSA, L.L.C.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Arkansas is located at 300 South Spring Street, Suite 900, Little Rock, AR 72201, County of Pulaski. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Arkansas Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Arkansas. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in

the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of an Arkansas corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of an Arkansas corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of an Arkansas corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of an Arkansas corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also

impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be

taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor- in- interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in MCSA, L.L.C. and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Arkansas pursuant to the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Arkansas without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

TRIAD EL-DORADO, INC.

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Senior Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Triad-El Dorado, Inc. 4000 Meridian Blvd. Franklin, Tennessee 37067	$[100.00]	100

Exhibit 3.196

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "MERGER LEGACY HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE EIGHTEENTH DAY OF NOVEMBER, A.D. 2009, AT 3:07 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "MERGER LEGACY HOLDINGS, LLC".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock. Secretary of State

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Seal

AUTHENTICATION: 9119952
DATE: 10-27-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:17 PM 11/18/2009
FILED 03:07 PM 11/18/2009
SRV 091028967 — 4754964 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Merger Legacy Holdings, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** (*Use this paragraph only if the company is to have a specific effective date of dissolution.*) "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** (*Insert any other matters the members determine to include herein.*)

In Witness Whereof, the undersigned have executed this Certificate of Formation of Merger Legacy Holdings, LLC this 18 day of November, 2009.

BY: /s/ Robin J. Keck
Authorized Person(s)
NAME: Robin J. Keck, Organizer
Type or Print

Exhibit 3.197

LIMITED LIABILITY COMPANY AGREEMENT
OF
MERGER LEGACY HOLDINGS, LLC

November 18, 2009

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LIMITED LIABILITY COMPANY AGREEMENT
OF
MERGER LEGACY HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 18th day of November, 2009, by Community Health Investment Company, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Merger Legacy Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the

Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by

which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement, The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or

omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor Upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Merger Legacy Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

COMMUNITY HEALTH INVESTMENT COMPANY, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Senior Vice President and Secretary
("Member")

MERGER LEGACY HOLDINGS, LLC

EXHIBIT A

as of December 31,2009

Name and Address of Member	Amount of Contribution	Number of Units
Triad Healthcare Corporation 4000 Meridian Blvd. Franklin, Tennessee 37067	$100.00	100

Exhibit 3.202

Delaware

The first State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "MWMC HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE THIRTIETH DAY OF NOVEMBER, A.D. 2006, AT 1:17 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "MWMC HOLDINGS, LLC".

Seal

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

4259348 8100H

AUTHENTICATION: 9119972

111141785

DATE: 10-27-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:17 PM 11/30/2006
FILED 01:17 PM 11/30/2006
SRV 061093446 — 4259348 FILE

CERTIFICATE OF FORMATION
OF
MWMC HOLDINGS, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is MWMC HOLDINGS, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service process on the Company in the State of Delaware Corporation Service Company, is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of November 30, 2006.

By: /s/ Rebecca Harley
Name: Rebecca Harley
Title: Authorized Person

Exhibit 3.204

Delaware

The first State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NANTICOKE HOSPITAL COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE FOURTEENTH DAY OF JANUARY, A.D. 2011, AT 6:35 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "NANTICOKE HOSPITAL COMPANY, LLC".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

4927798 8100H Seal AUTHENTICATION: 9120689

111142777 DATE: 10-27-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:45 PM 01/14/2011
FILED 06:35 PM 01/14/2011
SRV 110048035 —4927798 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Nanticoke Hospital Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centervilie Road, Suite 400 in the City of Wilmington (New Castle County) The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is_____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Nanticoke Hospital Company, LLC this 14tn day of Januarv(20 11

BY: /s/ Kristie Putman
Authorized Person(s)

NAME: Kristie Putman, Organizer
Type or Print

Exhibit 3.205

LIMITED LIABILITY COMPANY AGREEMENT

OF

NANTICOKE HOSPITAL COMPANY, LLC

January 14, 2011

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LIMITED LIABILITY COMPANY AGREEMENT
OF
NANTICOKE HOSPITAL COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 14th day of January, 2011, by Scranton Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Nanticoke Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement,

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701 -2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the

advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Nanticoke Hospital Company, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but

the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

SCRANTON HOLDINGS, LLC

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Executive Vice President & Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Scranton Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$100.00	100

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NATIONAL HEALTHCARE OF LEESVILLE, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE NINTH DAY OF SEPTEMBER, A.D. 1986, AT 9 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE NINETEENTH DAY OF DECEMBER, A.D. 1986, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "AMISUB (BYRD HOSPITAL), INC." TO "NATIONAL HEALTHCARE OF LEESVILLE, INC.", FILED THE SEVENTH DAY OF JANUARY, A.D. 1987, AT 9 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE FIRST DAY OF NOVEMBER, A.D. 1994, AT 9 O'CLOCK A.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE FIFTH DAY OF NOVEMBER, A.D. 2003, AT 7:24 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWENTY-FOURTH DAY OF SEPTEMBER, A.D. 2007, AT 12:35 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE FIRST DAY OF SEPTEMBER,

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

2101020 8100H

AUTHENTICATION: 9119978

111141790

DATE: 10-27-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

A.D. 2009, AT 4:33 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE FIRST DAY OF SEPTEMBER, A.D. 2011, AT 10:41 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "NATIONAL HEALTHCARE OF LEESVILLE, INC. ".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

2101020 8100H

AUTHENTICATION: 9119978

111141790

DATE: 10-27-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

CERTIFICATE OF CHANGE OF REGISTERED AGENT

AND

REGISTERED OFFICE

* * * * *

AMISUB (Byrd Hospital), Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

The present registered agent of the corporation is The Prentice-Hall Corporation System, Inc. and the present registered office of the corporation is in the county of Kent

The Board of Directors of AMISUB (Byrd Hospital), Inc. adopted the following resolution on the 1st day of November, 1986.

Resolved, that the registered office of AMISUB (Byrd Hospital), Inc. in the State of Delaware be and it hereby is changed to Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the authorization of the present registered agent of this corporation be and the same is hereby withdrawn, and THE CORPORATION TRUST COMPANY, shall be and is hereby constituted and appointed the registered agent of this corporation at the address of its registered office.

IN WITNESS WHEREOF, AMISUB (Byrd Hospital), Inc. has caused this statement to be signed by Charles E. Baxter, its Vice President and attested by Dennis C. Dunn, its Assistant Secretary this 8th day of December, 1986.

By /s/ Charles E. Baxter
Vice President

ATTEST:

By /s/ Dennis C. Dunn
Assistant Secretary

CERTIFICATE OF AMENDMENT

TO

CERTIFICATE OF INCORPORATION

OF

AMISUB (BYRD HOSPITAL). INC.

AMISUB (Byrd Hospital), Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware, does hereby certify:

FIRST: That the Board of Directors of said corporation at a meeting duly held, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation. The resolution setting forth the proposed amendment is as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors deems it advisable that the First Article of the Certificate of Incorporation of AMISUB (Byrd Hospital), Inc. be amended to read in its entirety as follows:

FIRST. The name of the corporation (hereinafter called the "corporation") is NATIONAL HEALTHCARE OF LEESVILLE, INC.

SECOND: That thereafter, pursuant to a resolution of its Board of Directors, all of the holders of the issued and outstanding shares of the capital stock of said corporation voted in favor of the amendment set forth above.

THIRD: That the said amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation will not be reduced under or by reason of said amendment.

IN WITNESS WHEREOF, said AMISUB (Byrd Hospital), Inc., has caused its corporate seal to be hereunto affixed and this certificate to be signed by its President and Secretary as of the 10th day of November, 1986. The signature of the President and Secretary constitute the affirmation and acknowledgement of such persons, under penalties of perjury, that this instrument is the act and deed of the said corporation and that the facts stated herein are true.

NATIONAL HEALTHCARE, INC.

By: /s/ L. Stanton Tuttle
L. Stanton Tuttle,
President

ATTEST:

/s/ Charles E. Baxter
Charles E. Baxter,
Secretary

[CORPORATE SEAL]

CERTIFICATE OF INCORPORATION

OF

AMISUB (BYRD HOSPITAL), INC.

The undersigned, a natural person, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies that:

FIRST: The name of the corporation (hereinafter called the "corporation") is

AMISUB (BYRD HOSPITAL), INC.

SECOND: The address, including street, number, city, and county,of the registered office of the corporation in the State of Delaware is 229 South State Street, City of Dover, County of Kent; and the name of the registered agent of the corporation in the State of Delaware at such address is The Prentice–Hall Corporation System, Inc.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000). The par value of each of such shares is One Dollar ($1.00). All such shares are of one class and are shares of Common Stock.

FIFTH: The name and the mailing address of the incorporator are as follows:

NAME	MAILING ADDRESS
J. A. Kent	229 South State Street, Dover, Delaware 19901

SIXTH: The corporation is to have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

EIGHTH: For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation and regulation of the powers of the corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided:

1. The management of the business and the conduct of the affairs of the corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the By-Laws. The phrase “whole Board” and the phrase “total number of directors” shall be deemed to have the same meaning, to wit, the total number of directors which the corporation would have if there were no vacancies. No election of directors need be by written ballot.

2. After the original or other By-Laws of the corporation have been adopted, amended, or repealed, as the case may be, in accordance with

the provisions of Section 190 of the General Corporation Law of the State of Delaware, and, after the corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the By-Laws of the corporation may be exercised by the Board of Directors of the corporation; provided, however, that any provision for the classification of directors of the corporation for staggered terms pursuant to the provisions of subsection (d) of Section 141 of the General Corporation Law of the State of Delaware shall be set forth in an initial By-Law or in a By-Law adopted by the stockholders entitled to vote of the corporation unless provisions for such classification shall be set forth in this certificate of incorporation.

3. Whenever the corporation shall be authorized to issue only one class of stock, each outstanding share shall entitle the holder thereof to notice of, and the right to vote at, any meeting of stockholders. Whenever the corporation shall be authorized to issue more than one class of stock, no outstanding share of any class of stock which is denied voting power under the provisions of the certificate of incorporation shall entitle the holder thereof to the right to vote at any meeting of stockholders except as the provisions of paragraph (2) of subsection (b) of section 242 of the General Corporation Law of the State of Delaware shall otherwise require; provided, that no share of any such class which is otherwise denied voting power shall entitle the holder thereof to vote upon the increase or decrease in the number of authorized shares of said class.

NINTH: The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by paragraph (7) of subsection (b) of Section 102 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented.

TENTH: The corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those

indemnified may be entitled under any By-Law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ELEVENTH: From time to time any of the provisions of this certificated of incorporation may be amended, altered or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the corporation by this certificate of incorporation are granted subject to the provisions of this Article ELEVENTH.

Signed on September 9, 1986.

/s/ J. A. Kent

J. A. Kent
Incorporator

SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/01/1994
944209806—2101020

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED

OFFICE AND REGISTERED AGENT

OF

NATIONAL HEALTHCARE OF LEESVILLE, INC.

The Board of Directors of:

NATIONAL HEALTHCARE OF LEESVILLE, INC. a Corporation of the State of Delaware, on this 25th day of October, A.D. 1994, do hereby resolve and order that the location of the Registered Office of this Corporation within this State be, and the same hereby is:

1013 Centre Road, in the City of Wilmington, in the County of New Castle, Delaware, 19805.

The name of the Registered Agent therein and in charge thereof upon whom process against the Corporation may be served, is: CORPORATION SERVICE COMPANY.

NATIONAL HEALTHCARE OF LEESVILLE, INC. a Corporation of the State of Delaware, does hereby certify that the foregoing is a true copy of a resolution adopted by the Board of Directors at a meeting held as herein stated.

IN WITNESS WHEREOF, said corporation has caused this Certificate to be signed by Sara Martin-Michels, Assistant Secretary this 25th day of October A.D. 1994.

/s/ Sara Martin-Michels
Authorized Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:34 PM 11/05/2003
FILED 07:24 PM 11/05/2003
SRV 030712478—2101020 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE
AND OF REGISTERED AGENT

It is hereby certified that;

1. The name of the corporation (hereinafter called the "Corporation") is

NATIONAL HEALTHCARE OF LEESVILLE, INC.

2. The registered office of the Corporation within the State of Delaware is hereby changed to 9 East Loockerman Street, Suite 1B, City of Dover 19901, County of Kent.

3. The registered agent of the Corporation within the State of Delaware is hereby changed to National Registered Agents, Inc., the business office of which is identical with the registered office of the corporation as hereby changed.

4. The Corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on October 22, 2003.

/s/ Kimberly A. Wright
Kimberly A. Wright
Asst. Sec.

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:55 PM 09/24/2007
FILED 12:35 PM 09/24/2007
SRV 071044139—2101020 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

OF

NATIONAL HEALTHCARE OF LEESVILLE, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

NATIONAL HEALTHCARE OF LEESVILLE, INC.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on September 11, 2007

/s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Sr. Vice President & Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:56 PM 09/01/2009
FILED 04:33 PM 09/01/2009
SPV 090826446—2101020 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED PARTNERSHIP INTO
DOMESTIC CORPORATION

Pursuant to Title 8, Section 8-263(a) of the Delaware General Corporation Law and Title 6, Section 17-211 of the Delaware Revised Uniform Limited Partnership Act, the undersigned corporation, organized and existing under and by virtue of the Delaware General Corporation Law, **DOES HEREBY CERTIFY:**

FIRST: The name of the surviving corporation is National Healthcare of Leesville, Inc., a Delaware corporation (the "Surviving Entity"), and the name of the limited partnership being merged into the Surviving Entity is Leesville Diagnostic Center, L.P., a Delaware limited partnership (the "Merging Partnership").

SECOND: The Agreement and Plan of Merger (the "Agreement of Merger") between the parties to the merger has been approved, adopted, certified, executed and acknowledged by the Surviving Entity and the Merging Partnership.

THIRD: The merger is to become effective as of September 1, 2009.

FOURTH: The executed Agreement of Merger is on file at 1020 Fertitta Blvd., Leesville, Louisiana, the place of business of the Surviving Entity.

FIFTH: A copy of the Agreement of Merger will be furnished by the Surviving Entity on request, without cost, to any stockholder of the Surviving Entity or any partner of the Merging Partnership.

SIXTH: The Certificate of Incorporation of the Surviving Entity shall remain its Certificate of Incorporation.

IN WITNESS WHEREOF, National Healthcare of Leesville, Inc., the surviving corporation, has caused this Certificate of Merger to be signed by the undersigned authorized person on this 31st day of August, 2009,

NATIONAL HEALTHCARE OF LEESVILLE, INC.

By: /s/ Rachel A. Seifert
Rachel A. Seifert, Senior Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:29 AM 09/01/2011
FILED 10:41 AM 09/01/2011
SRV 110972078—2101020 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANY INTO
DOMESTIC CORPORATION

Pursuant to Title 8. Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209(c) of the Delaware Limited Liability Company Act, the undersigned corporation, incorporated and existing under and by virtue of the Delaware General Corporation Law, **DOES HEREBY CERTIFY:**

FIRST: The name of the surviving corporation is National Healthcare of Leesville, Inc., a Delaware corporation (the "Surviving Corporation"), and the name of the limited liability company being merged into the Surviving Corporation is Leesville Surgery Center, LLC, a Delaware limited liability company (the "Merging Company"),

SECOND: The Agreement and Plan of Merger (the "Agreement of Merger") between the parties to the merger has been approved, adopted, certified, executed and acknowledged by the Surviving Corporation and the Merging Company.

THIRD: The merger is to become effective as of September 1, 2011.

FOURTH: The executed Agreement of Merger is on file at a place of business of the Surviving Corporation, and the address thereof is 4000 Meridian Blvd., Franklin, Tenessee 37067.

FIFTH: A copy of the Agreement of Merger will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of any constituent corporation or any limited liability company member of any constituent limited liability company.

SIXTH: The Certificate of Incorporation of the Surviving Corporation shall remain its Certificate of Incorporation.

IN WITNESS WHEREOF, National Healthcare of Leesville, Inc., the surviving corporation, has caused this Certificate of Merger to be signed by the undersigned authorized person on this 1st day of September, 2011.

NATIONAL HEALTHCARE OF LEESVILLE, INC.

By: /s/ Rachel A. Seifert
Rachel A. Seifert, Executive Vice President

Exhibit 3.207

BYLAWS

OF

NATIONAL HEALTHCARE OF LEESVILLE, INC.

ARTICLE I

OFFICES

Section 1.1 Registered Office. The registered office shall be in the City of Wilmington, State of Delaware.

Section 1.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Delaware, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 2.1 Annual Meeting. An annual meeting of Stockholders of the corporation shall be held within ninety (90) days of the fiscal year end of the corporation, as selected by the Board of Directors, or on such other date and at such time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting. At such meeting, the Stockholders shall elect Directors and transact such other business as may properly be brought before the meeting.

Section 2.2 Special Meetings. Special meetings of the Stockholders for any purpose whatsoever may be called at any time by the President, the Board of Directors, or the holders of not less than ten percent of all stock entitled to vote at such meeting.

Section 2.3 Place of Meetings. All meetings of Stockholders for any purpose or purposes may be held at such places, within or without the State of Delaware, as may from time to time be fixed by the Board of Directors or as shall be stated in the notice of the meeting or in a duly executed waiver of notice thereof.

Section 2.4 Notice. Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten nor more than sixty days before the date of the meeting, either personally or by mail.

Section 2.5 Quorum of Stockholders. The holders of a majority of the stock issued and outstanding and entitled to vote at such meeting, present in person or represented by proxy shall constitute a quorum for the transaction of business at all meetings of the Stockholders.

Section 2.6 Voting of Stock. Except as otherwise provided by statute or the certificate of incorporation, each holder of record of shares of stock of the Corporation having voting power shall be entitled at each meeting of the Stockholders to one vote for every share of such stock standing in his or her name on the record books of Stockholders of the corporation on the date on which such notice of the meeting is mailed, unless some other day is fixed by the Board of Directors for the determination of Stockholders of record.

Section 2.7 Voting List. The officer who has charge of the stock transfer books for stock of the corporation shall prepare at least ten days before every meeting of Stockholders, a complete list of the Stockholders entitled to vote at such meeting, arranged in alphabetical order, including the address of each Stockholder and the number of voting shares of stock held by each Stockholder. For a period of ten days prior to such meeting, such list shall be kept open to the examination of any Stockholder, for any purpose germane to the meeting, during ordinary business hours, either at a place within the city where the meeting is to be held and which place shall be specified in the notice of the meeting, or, if not so specified, at the place where said meeting is to be held. Such list shall be produced at such meeting and at all times during such meeting shall be subject to inspection by any Stockholder. The original stock transfer books shall be prima facie evidence as to who are the Stockholders entitled to examine such list or stock transfer books.

Section 2.8 Treasury Stock. The corporation shall not vote, directly or indirectly, shares of its own stock owned by it and such shares of stock shall not be counted for quorum purposes.

Section 2.9 Consent of Stockholders in Lieu of Meeting. Stockholder action may be taken by a consent in writing, setting forth the action so taken, signed by the holders of stock having not less than the minimum number of votes necessary to authorize or take such action at a meeting, provided that prompt notice must be given to all Stockholders who have not so consented.

ARTICLE III

DIRECTORS

Section 3.1 Powers of Directors. The business and affairs of the corporation shall be managed by its Board of Directors which shall have and may exercise all such powers of the corporation, subject to the restrictions imposed by law, the certificate of incorporation, or these bylaws.

Section 3.2 Number and Qualification. The number of members that shall constitute the entire Board of Directors shall be determined by resolution of the Board of Directors at any meeting thereof or by the Stockholders at any meeting thereof. Directors need not be residents of Delaware or Stockholders of the corporation.

Section 3.3 Election and Term of Office. The Directors shall be elected annually by the Stockholders, except as provided in Section 3.4 of these bylaws. Each Director shall hold office until the next succeeding annual meeting of Stockholders and until his or her successor shall have been elected or until his or her earlier death, resignation, or removal. The Board of Directors may, by resolution, appoint one of its members as chairman to preside over meetings of the Board of Directors. The position of chairman of the Board of Directors shall not be an office of the corporation.

Section 3.4 Vacancies. Any vacancy occurring in the Board of Directors by reason of death, resignation, or removal may be filled by affirmative vote of a majority of the remaining Directors, although less than a quorum of the Board of Directors. Such vacancy may also be filled by affirmative vote of the majority of the Stockholders. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office or until his or her death, resignation, retirement, disqualification, or removal.

Section 3.5 Resignation of Directors. Any Director may resign from office at any time by delivering a written resignation to the Secretary of the corporation, and such resignation shall be effective upon delivery of such resignation to the Secretary.

Section 3.6 Removal of Directors. Any Director may be removed with or without cause at any time by the Stockholders.

Section 3.7 Place of Meetings. Regular or special meetings of the Board of Directors may be held either within or without the State of Delaware.

Section 3.8 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such times and places as may be designated from time to time as may be determined by the Board of Directors.

Section 3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President or any Director on twenty-four (24) hours notice to each Director, either personally or by telephone, mail, telegram or other means of telecommunications. Neither the business to be transacted at, nor the purpose of, any special meeting of the Board of Directors need be specified in the notice or waiver of notice of any special meeting.

Section 3.10 Quorum of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business and the act of a majority of the Directors present at any meeting at which there is a quorum shall be an act of the Board of Directors. If a quorum is not present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum is present.

Section 3.11 Committees. The Board of Directors may, by resolution passed by a majority of the entire board, designate one or more committees, including, if they shall so determine, an executive committee, each such committee to consist of one or more of the Directors of the corporation. Any such designated committee shall have and may exercise such of the powers and authority of the Board of Directors in the management of the business and affairs of the corporation as may be provided in such resolution, except that no such committee shall have the power or authority of the Board of Directors in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the Stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the Stockholders a dissolution of the corporation or a revocation of a dissolution of the corporation, or amending, altering or repealing the bylaws or adopting new bylaws for the corporation and, unless such resolution or the certificate of incorporation expressly so provides, no such committee shall have the power or authority to authorize the issuance of stock. The Board of Directors shall have the power at any time to change the number and members of any such committee, to fill vacancies and to discharge any such committee.

Section 3.12 Compensation of Directors. The Board of Directors shall have authority to determine, from time to time, the amount of compensation, if any, which shall be paid to its members for their services as Directors and as members of committees of the Board of Directors. The Board of Directors shall also have power in its discretion to provide for and to pay to Directors rendering services to the corporation not ordinarily rendered by Directors as such, special compensation appropriate to the value of such services as determined by the Board of Directors from time to time. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

Section 3.13 Action by Unanimous Written Consent. Any action required or permitted to be taken at a meeting of the Board of Directors or any committee may be taken without a meeting if a consent in writing, setting forth the actions so taken, is signed by all of the members of the Board of Directors or such committee, as the case may be.

Section 3.14 Minutes of Meetings. The Board of Directors shall keep regular minutes of its proceedings and such minutes shall be placed in the minute book of the corporation. Committees of the Board of Directors shall maintain a separate record of the minutes of their proceedings.

ARTICLE IV

NOTICES AND TELEPHONE MEETINGS

Section 4.1 Notice. Any notice to Directors or Stockholders shall be in writing and shall be delivered personally or by mail, telegram, telex, cable, telecopier or similar means to the Directors or Stockholders at their respective addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be deposited in the United States mail, postage prepaid. Any notice required or permitted to be given by telegram, telex, cable, telecopier, or similar means shall be deemed to be delivered and given at the time transmitted.

Section 4.2 Waiver of Notice. Whenever by law, the certificate of incorporation, or these bylaws, notice is required to be given to any Stockholder, Director, or committee member of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time notice should have been given, shall be equivalent to the giving of such notice. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

Section 4.3 Telephone and Similar Meetings. Stockholders, Directors, or committee members may participate in and hold a meeting by means of a conference telephone or similar communications equipment by means of which persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at such meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

ARTICLE V

OFFICERS

Section 5.1 Officers. The corporation shall have a President and a Secretary and such other officers and assistant officers as the board may deem desirable to conduct the affairs of the corporation. Any two or more offices may be held by the same person. No officer need be a Stockholder or a Director.

Section 5.2 Powers and Duties of Officers. The officers of the corporation shall have the powers and duties generally ascribed to the respective offices, and such additional authority or duty as may from time to time be established by the Board of Directors.

Section 5.3 Removal and Resignation. Any officer appointed by the Board of Directors may be removed by the Board of Directors whenever, in the judgment of the Board of Directors, the best interests of the corporation will be served thereby. Any officer may resign at any time by giving written notice to the corporation. Any such resignation shall take effect at the date of receipt of such notice or at a later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.4 Term and Vacancies. The officers of the corporation shall hold office until their successors are elected or appointed, or until their death, resignation, or removal from office. Any vacancy occurring in any office of the corporation by death, resignation, removal, or otherwise, may be filled by the Board of Directors.

Section 5.5 Compensation. The salaries of all officers of the corporation shall be fixed by the Board of Directors. The Board of Directors shall have the power to enter into contracts for the employment and compensation of officers on such terms as the Board of Directors deems advisable. No officer shall be disqualified from receiving a salary or other compensation by reason of the fact that he or she is also a Director of the corporation.

ARTICLE VI

CERTIFICATES AND STOCKHOLDERS

Section 6.1 Certificates for Stock. The certificates for shares of stock of the Corporation shall be in such form as shall be approved by the Board of Directors in conformity with law and the certificate of incorporation. Every certificate for shares of stock issued by the corporation must be signed by the President or a Vice President and the Secretary or an Assistant Secretary under the seal of the corporation. Any or all of the signatures on the face of the certificate may be facsimile. Such certificates shall bear a legend or legends in the form and containing the restrictions to be stated thereon by the Delaware General Corporation Law, other provisions of law, the certificate of incorporation or these bylaws. Certificates shall be consecutively numbered and shall be entered as they are issued. Each certificate shall state on the face thereof the holder's name, the number and class of shares of stock, the par value of such shares of stock, and such other matters as may be required by law, the certificate of incorporation or these bylaws.

Section 6.2 Lost. Stolen, or Destroyed Certificates. The Board of Directors or the President of the corporation may direct a new certificate or certificates representing shares of stock to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen, or destroyed, upon the making of an affidavit of the fact by the person claiming the certificate or certificates to be lost, stolen, or destroyed. When authorizing such issue of a new certificate the Board of Directors or the President may require the owner of such lost, stolen, or destroyed certificate, or his or her legal representative, to advertise the same in such manner as it or he or she shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 6.3 Transfer of Stock. Shares of stock of the corporation shall be transferable only on the books of the corporation by the holder thereof in person or by the holder's duly authorized attorneys or legal representatives. Upon surrender to the corporation or the transfer agent of the corporation of a certificate representing shares of stock duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, the corporation or its transfer agent shall issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.4 Registered Stockholders. The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares of stock to receive dividends, and to vote as such owner, and to hold liable for calls and assessments, a person registered on its books as the owner of shares of stock, and shall not be bound to recognize any equitable or other claim to or interest in such shares of stock on the part of any person, whether or not it shall have actual or other notice thereof, except as otherwise provided by law.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Dividends. Dividends upon the outstanding shares of stock of the corporation, subject to the provisions of the applicable statutes and of the certificate of incorporation, may be declared by the Board of Directors at any annual, regular or special meeting. Dividends may be declared and paid in cash, in property, or in shares of stock of the corporation, or in any combination thereof.

Section 7.2 Reserves. There may be set aside out of any funds of the corporation available for dividends such sum or sums as the Board of Directors from time to time in their sole and absolute discretion think proper as a reserve to meet contingencies, or to equalize dividends, or to repair or maintain any property of the corporation, or for such other purpose as the Board of Directors shall think conducive to the interest of the corporation, and the Board of Directors may modify or abolish any such reserve in the manner in which it was created.

Section 7.3 Signature of Negotiable Instruments. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 7.4 Fiscal Year. The fiscal year of the corporation shall be fixed by the Board of Directors; provided, that if such fiscal year is not fixed by the Board of Directors it shall be the calendar year.

Section 7.5 Books of the Corporation. The books of the corporation may be kept, subject to the provisions of the applicable statutes, within or outside of the State of Delaware, at such place or places as may from time to time be designated by the Board of Directors or as the business of the corporation may require.

Section 7.6 Seal. The seal, if any, of the corporation shall be in such form as may be approved from time to time by the Board of Directors. If the Board of Directors approves a seal, the affixation of such seal shall not be required to create a valid and binding obligation against the corporation.

Section 7.7 Securities of Other Corporations. Unless otherwise ordered by the Board of Directors, the President or the Secretary of the corporation shall have full power and authority on behalf of the corporation to attend, to vote and to grant proxies to be used at any meeting of Stockholders of such other corporation in which the corporation may hold stock. The Board of Directors may confer like powers upon any other person or persons.

Section 7.8 Fixed Record Date. In order that the corporation may determine the Stockholders entitled to notice of or to vote at any meeting of Stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date which shall be not more than sixty 60 days before the date of such meeting, nor more than 60 days prior to any other action.

Section 7.9 Amendment. The power to alter, amend, or repeal these bylaws or to adopt new bylaws is vested in the Board of Directors.

Section 7.10 Right to Indemnification.

(A) Each person (hereinafter an "indemnitee") who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she was a Director, officer or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust of other enterprise, including service with respect to an employee benefit plan, whether the basis of such proceeding is alleged action in an official capacity as a Director, officer, employee or agent, shall be indemnified and held harmless by the corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorney's fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such

indemnitee in connection therewith, and such indemnification shall continue with respect to an indemnitee who has ceased to be a Director, officer, employee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in paragraph (B) hereof with respect to proceedings to enforce rights to indemnification, the corporation shall indemnify any such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the corporation. The right to indemnification conferred in this section shall be a contract right and shall include the right to be paid by the corporation the expenses incurred in defending any such proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the Delaware General Corporation Law requires, an advancement of expenses incurred by an indemnitee shall be made only upon delivery to the corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this section or otherwise.

(B) If a claim under paragraph (A) of this section is not paid in full by the corporation within 60 days after a written claim has been received by the corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the indemnitee may at any time thereafter bring suit against the corporation to recover the unpaid amount of such suit, or in a suit brought by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (ii) any suit by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking the corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met the applicable standard of conduct set forth in the Delaware General Corporation Law. Neither the failure of the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the Delaware General Corporation Law, nor an actual determination by the corporation (including its Board of Directors, independent legal counsel, or its Stockholders) that the indemnitee has not met such applicable standard of conduct shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense of such suit. In any suit brought by the indemnitee to enforce a right of indemnification or to an advancement of expenses hereunder, or by the corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this section or otherwise shall be on the corporation.

(C) The rights to indemnification and to the advancement of expenses conferred in this section shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the corporation's certificate of incorporation, by agreement, by vote of Stockholders or by disinterested Directors or otherwise.

(D) The corporation may maintain insurance, at its expense, to protect itself and any Director, officer, employee or agent of the corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the corporation would have the power to indemnify such person against such expense, liability or loss under the Delaware General Corporation Law.

Section 7.11 Invalid Provisions. If any provision of these bylaws is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; these bylaws shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of these bylaws a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Section 7.12 Headings. The headings used in these bylaws are for reference purposes only and do not affect in any way the meaning or interpretation of these bylaws.

Dated this 6th day of October, 1994.

NATIONAL HEALTHCARE OF LEESVILLE, INC.
A Delaware Corporation

AMENDED AND RESTATED BYLAWS

DEFINITIONS

"Administration" shall mean the administrative management of Byrd Regional Hospital, including the Managing Director.

"Board" or "Board of Directors" shall mean the Board of Directors of the Corporation.

"Board of Trustees" shall mean the board established by the Board of Directors to assist with community relations and serve as advisors to the Hospital Administration.

"Corporation" shall mean National Healthcare of Leesville, Inc., a Delaware corporation, and a subsidiary of Hallmark Healthcare Corporation.

"Director" or "Directors" shall mean the members of the Board of Directors of the Corporation.

"Executive Committee" shall mean the Executive Committee appointed by the Board of Directors which Executive Committee shall have the authority, responsibility and duties delegated and assigned to it pursuant to Articles VI and VII.

"Hospital" shall mean Byrd Regional Hospital, located in Leesville, Louisiana, and all healthcare systems related thereto.

"Managing Director" shall mean the President and Chief Executive Officer of the Corporation.

"Medical Staff" shall mean the formal organization of (a) all licensed physicians and dentists who are privileged to attend patients in the Hospital and who are members of the Medical Staff, and (b) other licensed healthcare professionals, if and to the extent the Medical Staff Bylaws, in the form approved by the Executive Committee, provide for Medical Staff membership or privileges for such other licensed healthcare professionals.

"Medical Staff Bylaws" shall mean the Bylaws and Rules and Regulations of the Medical Staff as from time to time approved by the Executive Committee as set forth in Article VII.

"State" shall mean the State of Louisiana.

ARTICLE I
OFFICES

Section 1.1. Principal Place of Business. The principal business office of the Corporation shall be located in Leesville, Louisiana.

Section 1.2. Other Places of Business. The corporation may also have offices at such other places, both within and without the State, as the Board of Directors may from time to time determine or the business of the Corporation may require.

Section 1.3. Registered Office and Agent. The registered office of the Corporation shall be in Leesville, Vernon Parish, Louisiana. The Managing Director shall serve as the Corporation's registered agent for service of process unless the Board designates some other person as registered agent.

ARTICLE II
MEETINGS OF SHAREHOLDERS

Section 2.1. Place of Shareholder Meetings. All meetings of the shareholders for the election of Directors or for any other purpose shall be held at such place and at such time, either within or without the State, as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting or a waiver.

Section 2.2. Annual Meeting. The annual meeting of shareholders shall be held at such date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the annual meeting. At such annual meeting, the shareholders shall elect by a majority vote a Board of Directors, and transact such other business as may properly be brought before the meeting.

Section 2.3. Notice of Annual Meetings. Written notice of a meeting, stating the place, date and hour of such meeting, shall be given to each shareholder entitled to vote at such meeting not less than ten nor more than fifty days before the date of such meeting. Notice of a special meeting shall state the purpose or purposes.

Section 2.4. Voting List. The officer who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days before every meeting of shareholders, a complete

list of the shareholders entitled to vote at such meeting, arranged in alphabetical order and showing the address of each shareholder and the number of shares registered in the name of each shareholder. Such list shall be open to the examination of any shareholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any shareholder who is present.

Section 2.5. Special Meeting. Special meetings of the shareholders, for any purpose or purposes, unless otherwise prescribed by statute or by the articles of incorporation, may be called by the president, and shall be called by the president or secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of shareholders owning a majority of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting.

Section 2.6. Notice as Limitation on Special Meeting. Business transacted at any special meeting of shareholders shall be limited to the purposes stated in the notice.

Section 2.7. Quorum. The holders of a majority of the shares issued and outstanding and entitled to vote thereat, whether present in person or represented by proxy, shall constitute a quorum at all meetings of the shareholders for the transaction of business except as otherwise provided by statute or by the articles of incorporation. If, however, such quorum shall not be present or represented at any meeting of the shareholders, the shareholders entitled to vote thereat, whether present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At any adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally called. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each shareholder of record entitled to vote at the meeting.

Section 2.8. Voting. When a quorum is present at any meeting, the vote of the holders of a majority of the shares issued and outstanding having voting power, whether present in person or represented by proxy, shall decide any question properly brought before such meeting, unless the question is one upon which, by statute or the articles of incorporation, a different vote is required.

Section 2.9. Voting Rights. Unless otherwise provided in the articles of incorporation, each shareholder shall at every meeting of the shareholders be entitled to one vote, whether attending in person or represented by proxy, for each share of the capital stock having voting power held by such shareholder, but no proxy shall be voted on after eleven months from its date.

Section 2.10. Consent. Unless otherwise provided in the articles of incorporation, any action required to be taken at any annual or special meeting of shareholders of the Corporation, or any action which may be taken at any annual or special meeting of such shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of all outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present or represented and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those shareholders who have not consented in writing.

Section 2.11. Presiding Officer. The president, or in his absence, a vice president, shall serve as the chairman of every shareholders' meeting unless some other person is elected to serve as chairman by a majority vote of the shares represented at the meeting. The chairman shall appoint such persons as he deems necessary to assist with the meeting.

ARTICLE III
DIRECTORS

Section 3.1. Purpose and Responsibilities. The objective of the Corporation is to maintain a facility providing patient care and services meeting prevailing community standards, applicable federal, state, and local regulations and statutes, and the standards of selected voluntary accreditation organizations. The Board shall have the overall responsibility for the planning, control, and management of the affairs of the Hospital and establishment of a systematic and effective mechanism for communication and accountability between the Board, the Medical Staff, Administration, and committees of each. The Board shall have sole authority in reference to: amending, altering, or repealing these bylaws; electing, appointing, or removing any member of any Board committee and any Director; and altering or repealing any Board resolution establishing Board committees. Notwithstanding the foregoing, the Board shall otherwise have the power to delegate any other of its functions to committees of the Board, as provided in Section 3.12.

Section 3.2. Number, Qualifications and Term. The number of Directors which shall constitute the whole Board shall not be less than one or more than nine. Thereafter, within the limits above specified, the number of Directors shall be determined by resolution of the Board of Directors or by the shareholders at the annual meeting. The Directors shall be elected at the annual meeting of the shareholders, except as provided in Section 3.3, and each Director elected shall hold office (except upon death, disability, resignation or removal) until his successor is elected and qualified. Directors need not be shareholders. A Director shall be selected based on his experience in healthcare management, status as a healthcare professional, record of community service or general business experience. Membership on the Medical Staff shall not be a bar to service as a Director.

Section 3.3. Vacancies. Vacancies and newly created directorships resulting from any increase in the authorized number of Directors may be filled by a majority vote of the Directors then in office, though less than a quorum, or by a sole remaining Director, and the Director or Directors so chosen shall hold office until the next annual election and until their successors are duly selected and shall qualify, unless sooner displaced. If there are no Directors in office, then an election of Directors may be held in the manner provided by statute.

Section 3.4. Meeting Place. The Board of Directors of the Corporation may hold meetings, both regular and special, either within or without the State.

Section 3.5. First Meeting. The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the shareholders at the annual meeting, or as shall be specified in a notice given as provided for special meetings of the Board of Directors.

Section 3.6. Regular Meetings. Regular meetings of the Board of Directors shall be held on the second Friday in January, March, June, and October of each year, and if a legal holiday, then on the business day following the second Friday in each such month, at 1:00 P.M., local time, or at such other dates and times as shall be designated by the Board of Directors.

Section 3.7. Special Meetings. Special meetings of the Board may be called by the president upon two days' notice to each Director; such notice shall be delivered personally by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two Directors unless the board consists of only one Director, in which case special meetings shall be called by the president or secretary in like manner and on like notice on the written request of the sole Director.

Section 3.8. Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business. The act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the articles of incorporation. If a quorum shall not be present at any meeting of the Board of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 3.9. Consent. Unless otherwise restricted by the articles of incorporation, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

Section 3.10. Attendance at a Meeting. Unless otherwise restricted by the articles of incorporation or these bylaws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

Section 3.11 Secretary; Minutes of Meetings. At each meeting of the Board of Directors, the Directors then present shall elect one Director or other person to act as secretary for the meeting. The secretary shall keep written minutes of the meeting, which shall be kept with other corporate records and shall be available for review by all members of the Board of Directors.

Section 3.12. Board Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of a) at least one or more of the Directors of the Corporation, along with b) any other persons who may be appointed by the Board and who agree to serve on such Board committees. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

Any such committee, to the extent provided by resolution of the Board of Directors, shall have and may exercise all of the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require such seal; provided, however, that no such committee

shall have the power or authority to take any action denied to committees by statute; and provided that no such committee shall have the authority of the Board in reference to: amending, altering, or repealing these bylaws; electing, appointing, or removing any member of any such committee and/or any Director; altering or repealing any resolution of the Board which by its expressed terms provides that it shall not be amended, altered or repealed by such committee. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

Section 3.13. Committee Minutes and Reports. Each committee shall keep regular minutes of its meetings and report the same to the Board of Directors.

Section 3.14. Compensation. Unless otherwise restricted by the articles of incorporation or these bylaws, the Board of Directors shall have the authority to fix the compensation of Directors. The Directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as Director. No such payment shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor. Members of Board committees may be allowed like compensation for attending committee meetings.

Section 3.15. Removal. Unless otherwise restricted by the articles of incorporation, any Director or the entire Board of Directors may be removed, with or without cause, by a vote of the holders of a majority of shares outstanding entitled to vote at an election of Directors.

ARTICLE IV
NOTICES

Section 4.1. Delivery. Whenever, by statute or the articles of incorporation or of these bylaws, notice is required to be given to any Director or shareholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such Director or shareholder, at such Director's or shareholder's address as it appears on the records of the Corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to Directors may also be given by telegram, telex, telecopy or overnight express; and such notice shall be deemed given when sent.

Section 4.2. Waiver. Whenever any notice is required by statute or the articles of incorporation or of these bylaws, a waiver in writing, signed by the person or persons entitled to

said notice, whether before or after the time stated therein, shall be deemed equivalent thereto. Attendance by a Director or shareholder at a meeting shall constitute waiver of notice of such meeting, except where a shareholder or Director attends a meeting for the express purpose of objecting to the transaction of business because notice was not proper.

ARTICLE V
OFFICERS

Section 5.1. Number. The officers of the Corporation shall consist of the appointed president, one or more vice-presidents, a secretary, one or more assistant secretaries, and a treasurer. The Board of Directors may also choose additional vice-presidents, one or more assistant secretaries and assistant treasurers, and such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. Any number of offices may be held by the same person, unless the articles of incorporation or these bylaws provide otherwise.

Section 5.2. Election, Term. Removal and Vacancies. The Board of Directors at its first meeting after each annual meeting of shareholders shall appoint a president and shall elect one or more vice-presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers. The officers of the Corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

Section 5.3. President. The Managing Director of the Hospital shall be the president and chief executive officer of the Corporation, shall have general and active management of the business of the Corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she may execute any deed, bonds, mortgages or other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by statute to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation. He or she shall be qualified for the responsibilities of the position through education and experience in hospital administration, and a performance review shall be performed by the Board at least annually.

In addition to the foregoing, he or she shall be responsible for the following:

a) Ensuring that all policies and procedures which are required by law or regulation or otherwise are implemented at the Hospital;

b) Ensuring that the Hospital complies in all material respects with all applicable law and regulations, and for ensuring that appropriate action is taken on any and all reports and recommendations of authorized planning, regulatory, and inspecting agencies, including but not limited to those of the state hospital licensure agency and of the Joint Commission on Accreditation of Healthcare Organizations;

c) Serving as the liaison officer and channel of communications for all official communications among the Board, any of its committees, the Medical Staff, and all departments of the Hospital;

d) Organizing the administrative functions of the Hospital through appropriate departmentalization and delegation of duties and establishing a system of authorization, recordkeeping, and internal controls;

e) Maintaining responsibility for the recruitment and employment of qualified and appropriately licensed and/or certified personnel to staff the various departments of the Hospital and the preparation and distribution to all employees of written personnel policies and job descriptions that adequately support sound patient care, including a standard for content of accurate and complete personnel records;

f) Maintaining responsibility for the development and enforcement of written policies and procedures governing visitors to all areas of the Hospital;

g) Maintaining responsibility for carrying out all policies established by the Board or Executive committee; assuring that patients are only admitted to the Hospital by members of the Medical Staff and that each patient's general medical condition is the primary responsibility of a physician member of the Medical Staff;

h) Assuring that the Medical Staff and all those concerned with the rendering of professional services deliver quality health care to every patient and that there is a Hospital-wide quality assessment and improvement program encompassing Medical Staff and all departmental activities;

i) Informing the chief of the Medical Staff and the Board of material failures by a member of the Medical Staff to conform with established material Hospital policies regarding administrative matters, professional standards or the timely preparation and completion of each patient's clinical record;

j) Preparation of the annual operating and capital budgets showing the expected receipts and expenditures for approval by the Board;

k) Supervision of all business affairs, including assuring that all funds are properly collected and expended;

l) Regular submission to the Board or its committees of periodic reports showing the professional service and financial activities of the Hospital and such special reports as may be required, from time to time, by the Board or its committees;

m) Assurance that the function of institutional planning is carried out in cooperation with the Medical Staff, nursing department and other departments;

n) Attendance at all Board committee meetings as an ex officio member unless he or she is a regular member of such committee; and

o) Performance of any other duty that may be necessary or in the best interest of the Hospital.

Section 5.4. Vice-Presidents. In the absence of the president, or in the event of his or her inability or refusal to act, the vice-president or, in the event there be more than one vice-president, the vice-presidents in the order determined by the Board of Directors, or in the absence of any designation, then in the order of their election, shall perform the duties of the president, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the president. The vice-president (s) shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.5. Secretary and Assistant Secretary. The secretary shall attend all meetings of the shareholders and record or cause to be recorded all the proceedings of the meetings of the shareholders and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the Board committees when required. He or she shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he or she shall be. He or she shall have custody of the corporate seal of the Corporation and he or she, or an assistant secretary, shall have authority to affix the same to any instrument requiring it, and when so affixed, it may be attested by such secretary's or assistant secretary's signature. The Board of Directors may give general authority to any other officer to affix the seal of the Corporation and to attest to the affixing thereof by such officer's signature.

The assistant secretary, or if there be more than one, the assistant secretaries in the order determined by the Board of Directors, or if there is no such determination, then in the order of their election, shall, in the absence of the secretary, or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 5.6. Treasurer and Assistant Treasurer. The Treasurer may be the controller of the Hospital or such other person as may be elected by the Board. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He or she shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and the Board of Directors, at its regular meetings or when the Board of Directors so requires, an account of all his or her transactions as treasurer and of the financial condition of the Corporation.

If required by the Board of Directors, the treasurer shall give the Corporation a bond, which shall be renewed every six years, in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his or her office and for the restoration to the Corporation, in case of his or her death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his or her possession or under his or her control belonging to the Corporation.

ARTICLE VI
EXECUTIVE COMMITTEE

Section 6.1. Executive Committee. There shall be an Executive Committee appointed by the Board of Directors which shall have the authority, responsibility and duties delegated and assigned to it pursuant to Articles VI and VII. Such Executive Committee shall consist of the Managing Director of the Hospital, one or more officers or Directors of the Corporation, the chief of staff, the immediate past chief of staff, the medical director, if any, and such other members as the Board, by majority vote, may appoint. The Board shall fill all vacancies on the Executive Committee. All Executive committee members shall serve at the Board's pleasure. The Executive Committee shall meet at the Hospital or at such other place as may be approved by a majority of the Committee members. The president or vice-president of the Corporation may call special meetings of the Executive Committee, and meetings shall be held not less often than quarterly. Regular minutes are to be kept and reported to the Board.

Section 6.2. Statement of Responsibility and Authority. The Board hereby expressly delegates the following responsibility and authority to the Executive Committee:

6.2.1. Standards. Assurance that the Hospital provides care in accordance with accepted medical, ethical and professional standards.

6.2.2. Patient Care. Ensuring that all patients served by the Hospital receive care in accordance with such standards.

6.2.3. Medical Staff/Administrative Staff Interaction. Providing a means for the Medical Staff and Administration to discuss and resolve medical-administrative problems.

6.2.4. Hospital Operations. Acting in an advisory capacity in the overall operation of the Hospital.

6.2.5. Compliance with Regulations. Working with the Managing Director to assure that all applicable federal, state and local laws and regulations are met in all material respects.

6.2.6. Bylaws. Recommending bylaw amendments to the Board, providing rules, regulations, policies and procedures necessary for the implementation of the above objectives, subject to ratification and approval by the Board, and which are in accordance with guidelines promulgated by the Joint Commission on Accreditation of Healthcare Organizations.

ARTICLE VII
EXECUTIVE COMMITTEE DUTIES

Section 7.1. Executive Committee Duties. In fulfilling the overall responsibility and authority delegated to it by the Board pursuant to Section 6.2, the Executive Committee shall perform the specific duties provided in Article VII.

Section 7.2. Responsibility for Medical Staff Matters. The Executive Committee shall have full responsibility for matters relating to the Medical Staff of the Hospital, in accordance with the following:

7.2.1. ORGANIZATION AND AUTHORITY. Only physicians and those non-physician practitioners (as such terms are defined in the Medical Staff Bylaws) who have been approved by the Executive Committee for Medical Staff membership and clinical

privileges in the Hospital, may be directly responsible for a patient's admission, care, diagnosis and treatment in or at the Hospital. There shall be prompt medical evaluation of each patient at the time of admission by a physician member of the Medical Staff. An admission history and physical exam shall be performed by a physician or, if he or she has been granted the privilege, an oral surgeon may perform an admission history and physical exam on patients without medical problems. If a history and physical exam is performed by other professional personnel (as defined) the findings, conclusions and assessment of risk must be confirmed by or endorsed via a signature in the medical record of a qualified physician or oral surgeon member of the Medical Staff. All physicians and non-physician practitioners who are granted clinical privileges shall agree to provide continuous care for their patients. In the exercise of its responsibility for the conduct of the Hospital, the Executive Committee shall require that physicians and non-physician practitioners granted Medical Staff membership and/or clinical privileges in the Hospital be organized into a Medical Staff governed in accordance with these bylaws and Medical Staff Bylaws adopted and approved in accordance with Section 7.2.4. The Executive Committee shall have the right to rescind any assignment, referral or delegation of authority made by it to the Medical Staff or any of its committees.

7.2.2. MEDICAL STAFF MEMBERSHIP AND CLINICAL PRIVILEGES.

(a) Applications. In conformance with the approved Medical Staff Bylaws, all applications for appointment to the Medical Staff and/or the granting of clinical privileges at the Hospital shall be in writing, signed by the applicant, and submitted on a form approved by the Executive Committee.

(b) Term. The term of any appointment or reappointment to the Medical Staff, or of clinical privileges, shall be for two years, however, all privileges shall remain in effect until the then next quarterly meeting of the Executive Committee.

(c) Action by the Executive Committee. Final action on all matters relating to staff status, clinical privileges and corrective action shall be taken by the Executive Committee. The Executive Committee shall and does hereby delegate to the Medical Staff the responsibility and authority to investigate and evaluate all matters relating to staff status (including appointment and reappointment), clinical privileges and corrective action.

(d) Action by the Medical Staff. The Medical Staff, or if an executive committee of the Medical Staff is established, the executive committee of the Medical Staff,

shall make specific, written recommendations to the Executive Committee of the Board concerning each individual practitioner's appointment or reappointment to the Medical Staff, and/or clinical privileges granted, his or her assignment to a department (if established) and/or to a Medical Staff category and other modifications and/or corrective action to be taken with respect to any of the foregoing. Such recommendations shall be supported and accompanied by objective, documented evidence upon which the Executive Committee can render an informed decision.

(e) Disagreement Between Medical Staff and Executive Committee. When the Executive Committee does not concur with a Medical Staff recommendation relative to Medical Staff appointment, reappointment or termination of appointment or the granting or curtailment of clinical privileges, the recommendation shall be reviewed by a joint committee of the Executive Committee and the Medical Staff. Such committee shall meet and make a recommendation relative to the matter to the Executive Committee prior to the next meeting of the Executive Committee. The Executive Committee will consider the recommendation of the joint committee and will reach a final decision.

(f) Failure of Medical Staff to Act. The Executive Committee shall act in any event if the Medical Staff fails to adopt a recommendation with respect to Medical Staff appointment, reappointment or termination of appointment or the granting or curtailment of clinical privileges within the time periods required by the Medical Staff Bylaws. Such Executive Committee action without a Medical Staff recommendation shall be based on the same kind of documented investigation and evaluation as is required for Medical Staff recommendations.

(g) Notice of Final Decision. In all situations, the Managing Director shall send notice of the Executive Committee's decision pertaining to Medical Staff membership and privileges to the chief of the Medical Staff, the chief of the department/service concerned (if there be one) and by certified mail return receipt requested to the applicant within five days subsequent to the final decision of the Executive Committee.

(h) Hearing Procedure. The Executive Committee shall and does hereby require that any action taken by the executive committee of the Medical Staff, the Medical Staff, or by the Executive Committee of the Board, the effect of which is to deny, revoke, suspend or reduce a professional's staff category, admitting prerogatives or clinical privileges shall, except under circumstances for which specific provisions to the contrary is made in the Medical Staff Bylaws, be accomplished in accordance with a hearing procedure. Such procedure shall be an integral part of the Medical Staff Bylaws and shall provide for procedures to afford reasonable opportunity for the presentation of pertinent information.

7.2.3. APPOINTMENT, REAPPOINTMENT AND PRIVILEGES. The Medical Staff, or if an executive committee of the Medical Staff is established, the executive committee of the Medical Staff shall make specific, written recommendations to the Executive Committee of the Board concerning each individual practitioner's appointment or reappointment to the Medical Staff, and/or clinical privileges granted, his or her assignment to a department (if established) and/or to a Medical Staff category and any modifications in or other corrective action to be taken with respect to any of the foregoing. Such recommendations shall be supported and accompanied by objective, documented evidence upon which the Executive Committee can render an informed and justifiable decision.

7.2.4. MEDICAL STAFF BYLAWS AND RULES. There shall be Medical Staff Bylaws and rules establishing a framework for self governance of Medical Staff activities and accountability to the Executive Committee. The Medical Staff shall adopt Medical Staff Bylaws and rules which shall become effective when approved by the Executive Committee. The Executive Committee shall give careful consideration and due weight to the recommendations of the Medical Staff before adopting, amending or repealing the Medical Staff Bylaws or rules. No provision in the Medical Staff Bylaws or rules shall be valid if it is inconsistent with these bylaws as in effect from time to time.

7.2.5. MEDICAL STAFF COMMITTEE MEETING. When a majority of the Medical Staff formally objects to any act or omission of the Executive Committee, the Medical Staff shall be entitled to a meeting with the Executive Committee in accordance with procedures established by the Executive Committee, and such procedures shall afford a reasonable amount of time for the meeting so that pertinent data on the matter can be presented.

7.2.6. MEDICAL-ADMINISTRATIVE PHYSICIANS. Physicians contracted by the Hospital whose duties are administrative in nature, with no clinical duties, are subject to the regular personnel policies of the Hospital and need not be members of the Medical Staff. Physicians contracted by the Hospital whose duties are administrative in nature but which also include clinical responsibilities or functions involving their professional capability as physicians must apply for and be granted Medical Staff membership and clinical privileges pursuant to the procedures set forth in these bylaws and the Medical Staff Bylaws. Upon termination of such contract for whatever reason, such physician shall not be afforded a hearing or appeal rights, and the continued Medical Staff membership and clinical privileges thereof shall terminate concurrent with such termination of the contract.

7.2.7. OTHER PROFESSIONAL PERSONNEL. The Medical Staff shall delineate in the Medical Staff Bylaws the qualifications, status, scope of activities and responsibilities of certain other professional personnel who require processing through Medical Staff channels. Subject to the overall supervision and authority of the Executive Committee, the Medical Staff and the other professional staffs of the Hospital shall have the responsibility and are required to effectively delineate, either separately or jointly, clinical privileges for each individual practitioner whether he or she is or is not a member of the Medical Staff, and the scope of activities and responsibilities of each person identified as other professional personnel, consistent with the individual's professional and ethical qualifications and demonstrated competence and with consideration of that person's mental and physical capabilities. The length of appointment and reappointment for such other professional personnel shall be consistent with that of Medical Staff members.

7.2.8. CHIEF OF STAFF; DEPARTMENT CHAIRS. After considering the advice and recommendation of the Medical Staff, the Executive Committee shall approve the election by the Medical Staff of a chief of staff for the Hospital to serve at the pleasure of the Executive Committee and until a successor is elected and duly qualified. He or she shall serve as the chief medical officer of the Hospital and as a member of the Board of Trustees pursuant to Article VIII. In like manner, the Executive Committee shall approve department chairs, if any.

Section 7.3. Quality Assessment and Improvement. The Executive Committee shall have responsibility for implementing and maintaining appropriate quality assessment and improvement activities for the Hospital, as follows:

7.3.1. QUALITY ASSESSMENT AND IMPROVEMENT PLAN. The Executive Committee shall, upon the recommendation of the Medical Staff and other professional staffs, adopt, support and annually review a comprehensive quality assessment and improvement plan deemed necessary to enhance patient care through the ongoing, objective assessment of important aspects of patient care and services and the correction of problems. The quality assessment and improvement plan shall include, but shall not be limited to, activities relating to infection control, utilization review, and the review of accidents, injuries, patient safety, and safety hazards. The Executive Committee, through the Managing Director, shall provide the necessary administrative assistance and support to facilitate the implementation and regular conduct of quality assessment and improvement activities.

7.3.2. DOCUMENTATION AND ACCOUNTABILITY. The Executive Committee shall require that the Medical Staff and other professional staffs objectively and fully document the conduct and results of the measures outlined in Section 7.3.1; that they report to the Executive Committee, as requested, on specific findings of quality studies, action taken thereon and the results of such action; and that they make appropriate recommendations, based on such findings, to the Executive Committee concerning actions directed to the maintenance and improvement of the quality, quantity, safety and cost effectiveness of care provided in the Hospital. All such recommendations shall be in writing and supported and accompanied by objective, documented evidence upon which the Executive Committee can render an informed and justifiable decision.

7.3.3. RISK MANAGEMENT. The Hospital shall adopt a risk management system that is separate from, but related to, the quality assessment and improvement plan.

Section 7.4. Continuing Education and Annual Evaluation. The Executive Committee will annually identify continuing education goals for the Executive Committee to be accomplished during the succeeding twelve months. The Executive Committee shall evaluate its performance on an ongoing basis by review of minutes of its meetings during the preceding year to ascertain that the approved Board, Executive Committee, Hospital Administration, and Medical Staff Bylaws or rules are adhered to by appropriate documentation that:

7.4.1. The proper credentialing process, criteria-based and applied equally to all, has been followed in making recommendations to the Executive Committee for the granting of Medical Staff membership and/or requests for clinical privileges, ensuring the same level of quality patient care by all individuals with similar clinical privileges;

7.4.2. Reports have been received on the on-going monitoring and evaluation of the performance of the Medical Staff, independent practitioners, and Hospital departments/services, along with actions taken in resolving problems identified;

7.4.3. All material required for annual review and evaluation, as well as other information requested or attached as a check list, has been received and considered;

7.4.4. Timely action, defined in these bylaws and the Medical Staff Bylaws, has been taken on matters such as requests for fair hearing, appellate review, or termination of privileges;

7.4.5. Periodic review of institutional management has been conducted;

7.4.6. Adherence to institutional planning procedures has been maintained;

7.4.7. Consideration has been given to community relations;

7.4.8. Licensure and accreditation, as well as the Executive Committee's own standards, have been met by way of the above mentioned evaluation procedures.

Section 7.5. Planning. The responsibilities of the Executive Committee for planning shall consist of the following:

7.5.1. Provide information to the Board on changes and trends in the healthcare field and in the community that may influence the growth and development of the Hospital.

7.5.2. Assist in the preparation and modification of a long-range and short-range plan to assure that the Hospital program is attuned to meeting the health needs of the community served by the Hospital and the purposes of the Corporation.

Section 7.6. Finance. The duties of the Executive Committee in the area of finance shall be the following:

7.6.1. Determine the financial feasibility of .projects, acts and undertakings referred to it by the Board.

7.6.2. Review the capital and annual operating budgets of the Hospital.

ARTICLE VIII
BOARD OF TRUSTEES

Section 8.1. Establishment of Board of Trustees. The Board of Directors may authorize the formation of an advisory board to be known as the Board of Trustees. If established, the Trustees shall be chosen and serve in the manner provided in Sections 8.2 through 8.6 herein.

Section 8.2. Election, Composition and Purpose. The Board of Trustees shall include the chief of staff and the immediate predecessor thereto, the director of nursing, the Managing Director and controller and three or more lay individuals who have offered their expertise and professional services to the Hospital. Each member of the Board of Trustees shall be approved, or reapproved, by the Board of Directors either a) at the next regularly scheduled or special meeting following the appointment or reappointment of the Trustee(s), or b) by written unanimous consent of the Board of Directors prior to such meeting. The lay individuals selected to serve on the Board of Trustees shall be selected from among the leaders of the community served by the Hospital. The Board of Trustees shall provide the Hospital with:

(a) Direct liaison with all major elements of the community served;

(b) Expertise in their specialty area, along with knowledge of health care-related needs, attitudes and activities in said community; and

(c) Advice on recent trends in the health care field, particularly as they may affect the operations of the Hospital.

The primary function of the Trustees is to serve as collective advisors to the Hospital's Administration. Service as a Trustee is also intended to familiarize community leaders and representatives with the functioning of the Hospital and the field of health care.

Section 8.3. Number and Tenure. The number of Trustees who make up the Board of Trustees shall be as established from time to time by a resolution adopted by the Board. Trustees will hold office until their respective successors are approved and duly qualified.

Section 8.4. Meetings, Notice and Quorum. The Managing Director shall from time to time establish the number of meetings of the Board of Trustees. The Managing Director shall act as chairman of the Board of Trustees and shall call the meetings thereof. Notice of the time and place of each meeting shall be sent at least seven days before the meeting. Special meetings may also be called by the chairman. Attendance of a majority of the total number of Trustees shall constitute a quorum thereof. Any and all recommendations of the Trustees shall be forwarded to the Board in writing through the Managing Director.

Section 8.5. Resignation, Removal and Vacancies. Any Trustee may resign at any time by giving written notice to the Managing Director. Any Trustee may be removed with or without cause by a majority vote of the Board or upon the decision of the chairman of such Board of Trustees if he or she determines such removal to be in the best interest of the Hospital and the community. Vacancies on any Board of Trustees shall be filled by the Board of Directors for the unexpired portion of the term.

Section 8.6. Procedure. The Board of Trustees may adopt rules of procedure which shall not be inconsistent with these bylaws and which, if adopted, shall include a statement on conflict of interest.

ARTICLE IX
CAPITAL STOCK

Section 9.1. Articles Representing Shares. Every holder of shares of the capital stock of the Corporation shall be entitled to have a certificate, signed by, or in the name of the Corporation by, the president or a vice-president and the treasurer or an assistant treasurer or the secretary or an assistant secretary of the Corporation, certifying the number of shares owned by such shareholder in the Corporation.

Any or all of the signatures on the certificate may be facsimiles. If any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

Section 9.2. Replacement Certificates. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the Corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his or her legal representative, either to advertise the same in such manner as the Board shall deem appropriate or to give the Corporation a bond in such sum as the Board may direct as indemnity against any claim that may be made against the Corporation with respect to the certificate alleged to have been lost, stolen or destroyed, or both.

Section 9.3. Transfer of Stock. Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignation or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to-the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 9.4. Fixing Record Date. In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights with respect to any change, conversion or exchange of shares or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which

shall be not more than fifty or less than ten days before the date of such meeting, or more than fifty days prior to any other action. A determination of shareholders of record entitled to notice of or to vote at a meeting of shareholders shall apply to any adjournment of such meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 9.5. Registered Shareholders. The Corporation shall be entitled to recognize the exclusive right of a person registered on the Corporation's books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to, or interest in, such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the Business Corporation Act of the State.

ARTICLE X
GENERAL PROVISIONS

Section l0.1. Dividends. Dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the articles of incorporation.

Section 10.2. Reserve. Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the Directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meeting contingencies, or for equalizing dividends or for repairing or maintaining any property of the Corporation, or for such other purpose as the Directors shall think conducive to the interest of the Corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

Section 10.3. Annual Statement. The Board of Directors shall present at each annual meeting, and at any special meeting of the shareholders when called for by vote of the shareholders, a full and clear statement of the business and condition of the Corporation.

Section 10.4. Checks, Notes, etc. All checks or demand for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 10.5. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

Section 10.6. Corporate Seal. The corporate seal shall be in such form as the Board shall determine.

Section 10.7. Indemnification. Each Director or officer of the Corporation, and each person who at its request has served as a Director or officer of another corporation partnership, joint venture, trust or other enterprise, shall be, and each employee or agent may (at Corporation's election) be, indemnified by the Corporation against those expenses (including amounts paid in settlement or upon judgment) which are allowed by law and which are reasonably incurred in connection with any action, suit or proceeding, completed, pending or threatened, in which such person may be involved by reason of his being or having been a Director, officer, employer or agent of the Corporation or of such other enterprise. Such indemnification shall be made only in accordance with applicable law and subject to the conditions prescribed therein. The Corporation may purchase and maintain insurance on behalf of any such Directors or officers against any liabilities asserted against such persons whether or not the Corporation would have the power to indemnify such Directors or officers against such liability under applicable law.

ARTICLE XI
AMENDMENTS

Section 11.1. The power to alter, amend or repeal the bylaws or to adopt new bylaws shall be vested in the Board of Directors, but any bylaws adopted by the Board of Directors may be altered, amended or repealed, and new bylaws adopted, by the shareholders. The shareholders may prescribe that any bylaw or bylaws adopted by them shall not be altered, amended or repealed by the Board of Directors.

Exhibit 3.216

STATE OF NEVADA

OFFICE OF THE
SECRETARY OF STATE

ROSS MILLER
Secretary of State

SCOTT W. ANDERSON
Deputy Secretary
for Commercial Recordings

Certified Copy

November 2, 2011

Job Number: C20111031-1305
Reference Number: 00003296455-74
Expedite:
Through Date:

The undersigned filing officer hereby certifies that the attached copies are true and exact copies of all requested statements and related subsequent documentation filed with the Secretary of State's Office, Commercial Recordings Division listed on the attached report.

Document Number(s)	Description	Number of Pages
C11431-1993-001	Articles of Incorporation	1 Pages/1 Copies
20090876702-41	Convert In	5 Pages/1 Copies
20090876703-52	Articles of Organization	2 Pages/1 Copies

Respectfully,

/s/ Ross Miller
ROSS MILLER
Secretary of State

Certified By: Chris Thomann
Certificate Number: C20111031-1305
You may verify this certificate
online at **http://www.nvsos.gov/**

Commercial Recording Division
202 N. Carson Street
Carson City, Nevada 89701-4069
Telephone (775) 684-5708
Fax (775) 684-7138

FILED
IN THE OFFICE OF THE SECRETARY OF STATE OF THE STATE OF NEVADA

SEP 17 1993
11431-93
DEPUTY SECRETARY OF STATE

(For filing office use)

Articles of Incorporation

(PURSUANT TO NRS 78)
STATE OF NEVADA

STATE OF NEVADA
Secretary of State

Filing fee: $125.00 DJ
Receipt #: C91172
CT CORPORATION SYSTEM
ONE EAST FIRST STREET
RENO, NV 89501

(For filing office use)

IMPORTANT: Read instructions on reverse side before completing this form.
TYPE OR PRINT (BLACK INK ONLY)

1. NAME OF CORPORATION: NC-DSH, Inc.

2. RESIDENT AGENT: (designated resident agent and his STREET ADDRESS in Nevada where process may be served)

Name of Resident Agent: The Corporation Trust Company of Nevada

Street Address: One East First Street (Street No. / Street Name) Reno (City) 89501 (Zip)

3. SHARES: (number of shares the corporation is authorized to issue)
Number of shares with par value: 1,000 Par value: $1.00 Number of shares without par value: -0-

4. GOVERNING BOARD: shall be styled as (check one): X Directors ____ Trustees
The FIRST BOARD OF DIRECTORS shall consist of 3 members and the names and addresses are as follows:

Name	Address	City/State/Zip
Joseph M. Cohern	577 Mulberry Street, Macon, GA	31298
John C. McCauley	577 Mulberry Street, Macon, GA	31298
Glenn A. McRae	577 Mulberry Street, Macon, GA	31298

5. PURPOSE (optional– see reverse side): The purpose of the corporation shall be:

6. NRS 78.037: States that the articles of incorporation may also contain a provision eliminating or limiting the personal liability of a director or officer of the corporation or its stockholders for damages for breach of fiduciary duty as a director or officer except acts or omissions which include misconduct or fraud. Do you want this provision to be part of your articles? Please check one of the following: YES ___ NO X.

7. OTHER MATTERS: This form includes the minimal statutory requirements to incorporate under NRS 78. You may attach additional information noted on separate pages. But, if any of the additional information is contradictory to this form it cannot be filed and will be returned to you for correction. Number of pages attached ____.

8. SIGNATURES OF INCORPORATORS: The names and addresses of each of the incorporators signing the articles: (signatures must be notarized)

Jon R. Harris, Jr.
Name (print)
191 Peachtree St., N.E., Atlanta, GA 30303-1763
Address City/State/Zip
Signature

Name (print)
Address City/State/Zip
Signature

Name (print)
Address City/State/Zip
Signature

Subscribed and sworn to before me this 15th day of September, 1993.
Glenda L. Piazza
Notary Public
Notary Public, DeKalb County, Georgia
My Commission Expires August 4, 1996
(affix notary stamp or seal)

9. CERTIFICATE OF ACCEPTANCE OF APPOINTMENT OF RESIDENT AGENT

I, THE CORPORATION TRUST COMPANY OF NEVADA hereby accept appointment as Resident Agent for the above named corporation.

Signature of Resident Agent — Assistant Secretary

SEP 17 1993
1.00 Dime
September 16, 1993
Date

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684 5708
Website: www.nvsos.gov

Articles of Conversion
(PURSUANT TO NRS 92A.205)
Page 1

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20090876702-41
	Filing Date and Time 12/22/2009 9:14 AM
	Entity Number C11431-1993

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Articles of Conversion
(Pursuant to NRS 92A.205)

1. Name and jurisdiction of organization of constituent entity and resulting entity:

NC-DSH, Inc.
Name of constituent entity

Nevada
Jurisdiction

Corporation
Entity type *

and,

NC-DSH, LLC
Name of resulting entity

Nevada
Jurisdiction

Limited liability company
Entity type *

2. A plan of conversion has been adopted by the constituent entity in compliance with the law of the jurisdiction governing the constituent entity.

3. Location of plan of conversion: (check one)

☒ **The entire plan of conversion is attached to these articles.**

☐ **The complete executed plan of conversion is on file at the registered office or principal place of business of the resulting entity.**

☐ **The complete executed plan of conversion for the resulting domestic limited *partnership is* on file at the records office required by NRS 88.330.**

* corporation, limited partnership, limited-liability limited partnership, limited-liability company or business trust.

This form must be accompanied by appropriate fees.

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 1
Carson City, Nevada 89701-4520
(775) 684 5708
Website: www.nvsos.gov

Articles of Conversion
(PURSUANT TO NRS 92A.205)
Page 2

USE BLACK INK ONLY - DO NOT HIGHLIGHT

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4. **Forwarding address where copies of process may be sent by the Secretary of State of Nevada (if a foreign entity is the resulting entity in the conversion):**

   Attn: _____

   c/o: _____

5. **Effective date of conversion (optional) (not to exceed 90 days after the articles are filed pursuant to NRS 92A.240)*** 12/31/2009

6. **Signatures - must be signed by:**

   1. If constituent entity is a Nevada entity: an officer of each Nevada corporation; all general partners of each Nevada limited partnership or limited-liability limited partnership; a manager of each Nevada limited-liability company with managers or one member if there are no managers; a trustee of each Nevada business trust; a managing partner of a Nevada limited-liability partnership (a.k.a. general partnership governed by NRS chapter 87).

   2. If constituent entity is a foreign entity: must be signed by the constituent entity in the manner provided by the law governing it.

   NC-DSH, LLC

   Name of *constituent* entity

X 

Signature	Senior VP & Secretary	12.15.09
Signature	**Title**	**Date**

* Pursuant to NRS 92A.205(4) if the conversion takes effect on a later date specified in the articles of conversion pursuant to NRS 92A.240, the constituent document filed with the Secretary of State pursuant to paragraph (b) subsection 1 must state the name and the jurisdiction of the constituent entity and that the existence of the resulting entity does not begin until the later date. This statement must be included within the resulting entity's articles.

FILING FEE: $350.00

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

AGREEMENT AND PLAN OF CONVERSION

THIS AGREEMENT AND PLAN OF CONVERSION is entered into as of this 15th day of December, 2009, by and among NC-DSH, Inc., a Nevada corporation (the "Corporation"), each of its undersigned directors (each a "Director" and collectively, the "Board") and its sole shareholder (the "Shareholder").

BACKGROUND

A. The undersigned Directors comprise the Board of Directors of the Corporation.

B. The undersigned Shareholder is the sole shareholder in the Corporation.

C. The Board and the Shareholder desire to convert the Company to a limited liability company (the "Company") governed by the Nevada Limited Liability Act (the "Act") and to have the Company engage in any business permitted under the Act, with the conversion of the Corporation to the Company (the "Conversion") to occur at 11:59 P.M. Eastern Standard Time, December 31, 2009 (the "Effective Date").

D. This Agreement is being entered into for the sole purpose of setting forth the agreement as to the conversion of the Corporation to the Company under NRS Chapter 92A and to authorize the conversion as of the Effective Date.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions contained herein, the parties agree as follows:

1. Articles of Conversion. The Board shall cause Articles of Conversion to be duly executed and filed with the Nevada Secretary of State in accordance with NRS 92A.205.

2. Exchange of Stock for Membership Interest. Upon Conversion, the Shareholder hereby agrees to exchange its stock in the Corporation for membership interest in the Company. The Shareholder hereby agrees to assign and transfer to the Company its stock in exchange for issuance to it of the Company's membership interest as follows: Prior to this exchange, the Shareholder shall own 100% of the issued and outstanding stock of the Corporation and immediately after the exchange, the Shareholder shall own 100% of the membership interests in the Company. Any existing stock certificates shall be canceled and certificates representing the Shareholder's membership interest ownership shall be issued in place thereof.

3. Board/Operating Agreement. The Managers of the Company shall be known as the "Board of Directors" and shall initially consist of the current Board. The Board of Directors shall adopt the Operating Agreement of the Company which will be kept with the Company's corporate records.

4. Execution of Documents. The undersigned parties agree to execute whatever documents are necessary and desirable to carry out the purposes and intent of this Agreement, including, without limitation, any necessary or desirable consent resolution. In the event, for any

reason whatsoever, that any of the undersigned parties shall neglect, refuse, or fail to execute any document that is required or which may be expedient to implement the provisions and intent of this Agreement, then this Agreement shall act in place thereof and shall have the same effect as if such document were executed.

5. Transfer of Assets and Liabilities. The undersigned parties hereby acknowledge and agree that pursuant to NRS 92A.250 and without any action on the part of the Corporation, the Company, the Board or the Shareholder, as of the Effective Date, all of the assets and liabilities of the Corporation, of whatever kind or nature, and including all rights in the property owned by the Corporation, shall be transferred to the Company, all of the liabilities and obligations, of whatever kind or nature, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of the Corporation shall be assumed by the Company, and the Company shall continue to carry on its business as heretofore conducted by the Corporation. The Board is hereby authorized to take any and all action necessary or appropriate and to execute and deliver any and all documents as he may deem necessary or appropriate, to effect the conversion of the Corporation to the Company under the NRS Chapter 92A in accordance with this Agreement.

6. Termination of Bylaws. The undersigned, being all the parties to those certain Bylaws on file in the corporate records of the Corporation (the "Bylaws"), pertaining to the shares and operation of the Corporation, hereby agree that the Bylaws shall automatically terminate upon the Conversion, and that all duties and obligations arising out of the Bylaws shall be deemed to have been satisfied in full (the "Termination"). Additionally, at the Termination, any other agreements pertaining to the operation or governance of the Corporation, including but not limited to any Shareholders Agreement, are also automatically terminated and any duties and obligations therein are deemed to be satisfied in full. Each of the undersigned hereby acknowledge and agree that, effective upon the Termination, he/she/they are irrevocably and unconditionally releasing and waiving any and all rights under the Bylaws or any other agreements pertaining to the operation or governance of the Corporation.

7. Miscellaneous.

A. Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the Corporation and its respective successors, assigns, guardians, heirs and legal representatives.

B. Severabilitv. All the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement.

C. Construction. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter. The headings used in this Agreement have been inserted for convenience and do not constitute provisions to be construed or interpreted in connection with this Agreement.

D. Entire Agreement and Amendment. This Agreement contains the entire agreement with respect to the matters described herein and is a complete and exclusive statement of the terms thereof and supersedes all previous agreements with respect to such matters. This Agreement may not be altered or modified except by a writing signed by all parties to the Agreement.

E. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Nevada, without regard to it conflicts of laws principles. Any disputes arising out of or relating to this Agreement shall be brought in any court of competent jurisdiction in the County of Clark in the State of Nevada.

IN WITNESS WHEREOF, the Corporation, the Board and the Shareholder have executed and delivered this Agreement and Plan of Conversion as of the date first set forth above.

CORPORATION:
NC-DSH, Inc.

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Its: Senior VP & Secretary

COMPANY:
NC-DSH, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Its: Senior VP & Secretary

BOARD:

/s/ W. Larry Cash
Name: W. Larry Cash, Director

/s/ Martin G. Schweinhart
Name: Martin G. Schweinhart, Director

/s/ Rachel A. Seifert
Name: Rachel A. Seifert, Director

SHAREHOLDER:
QHG Georgia Holdings, Inc.

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Its: Senior VP & Secretary

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 4
Carson City, Nevada 89701-4520
(775) 684 5708
Website: www.nvsos.gov

050101

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20090876703-52
	Filing Date and Time 12/22/2009 9:14 AM
	Entity Number C11431-1993

Articles of Organization
Limited-Liability Company
(PURSUANT TO NRS CHAPTER 86)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)

NC-DSH, LLC

Check box if a Series Limited-Liability Company ☐

2. Registered Agent for Service of Process: (check only one box)

☒ Commercial Registered Agent: CSC Services of Nevada, Inc.
Name

☐ Noncommercial Registered Agent (name and address below) OR ☐ Office or Position with Entity (name and address below)

Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity

Street Address | City | Nevada | Zip Code

Mailing Address (if different from street address) | City | Nevada | Zip Code

3. Dissolution Date: (optional)

Latest date upon which the company is to dissolve (if existence is not perpetual):

4. Management: (required)

Company shall be managed by: ☒ Manager(s) OR ☐ Member(s)
(check only one box)

5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)

1) W. Larry Cash
Name
4000 Meridian Blvd | Franklin | TN | 37067
Street Address | City | State | Zip Code

2) Martin G. Schweinhart
Name
4000 Meridian Blvd | Franklin | TN | 37067
Street Address | City | State | Zip Code

3) Rachel A. Seifert
Name
4000 Meridian Blvd | Franklin | TN | 37067
Street Address | City | State | Zip Code

6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)

Robin Keck
Name
X Robin Keck
Organizer Signature
4000 Meridian Blvd | Franklin | TN | 37067
Address | City | State | Zip Code

7. Certificate of Acceptance of Appointment of Registered Agent:

I hereby accept appointment as Registered Agent for the above named Entity.

X Dona L. Priebe, Assistant VP | 12-21-09
Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity | Date

This form must be accompanied by appropriate fees.

8. Indemnification. A manager of the Company shall not be personally liable to the Company or its Members for damages for breach of fiduciary duty as a director or officer, except that this Article shall not eliminate or limit the liability of a director or officer where it is proven that: (i) his act or failure to act constituted a breach of his fiduciary duties as a manager or member; and (ii) his breach of those duties involved intentional misconduct, fraud or a knowing violation of law. Nothing in this Article shall be construed as limiting the protection of managers and the Company from personal liability as may be further provided by the Nevada Revised Statutes.

9. Operating Agreement. The Managers and Members may enter an operating agreement from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted under the laws of the State of Nevada, and may cause the Company to purchase and maintain insurance on behalf of any person who is or was a manager of the Company, or is or was serving at the request of the Company as a manager of another Company, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the Company would have the power to indemnify such person.

10. Organization Date. The Company shall be organized as of December 31, 2009 by the conversion of NC-DSH, Inc., a Nevada corporation, to NC-DSH, LLC, a Nevada limited liability company.

Exhibit 3.217

OPERATING AGREEMENT
OF
NC-DSH, LLC

December 31, 2009

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Section

Section

GLOSSARY OF DEFINED TERMS

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Board	10.1
Chairman	10.13
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Member	Preamble
Terminating Event	15.1
Units	4.1

OPERATING AGREEMENT
OF
NC-DSH, LLC

THIS OPERATING AGREEMENT (this "Agreement") is made as of the 31st day of December, 2009, by QHG Georgia Holdings, Inc., a Georgia corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a manager-managed limited liability company (the "Company") pursuant to the Nevada Limited Liability Company Act (the "Act"), as it may be amended from time to time, effective upon the filing of the Articles of Organization of this Company with the Nevada Secretary of State. The affairs of the Company shall be governed by this Agreement and the laws of the State of Nevada. The Company shall immediately, and from time to time hereafter, as may be required by law, execute any required amendments to its Articles of Organization, and do all filings, recordings and other acts as may be appropriate to comply with the operation of the Company under the Act.

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be NC-DSH, LLC or such other name as shall be selected by the Member.

2.2 Property of the Company. The Company shall hold title to all of its property in the name of the Company.

2.3 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Nevada is located at 502 East John Street, Carson City, Nevada 89706. The registered agent of the Company for service of process at such address is CSC Services of Nevada, Inc. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement and permitted by the Act.

3.3 Term. The term of the Company as a limited liability company shall commence upon the filing of its Articles of Organization with the Nevada Secretary of State and shall continue until such time as it shall be terminated in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the debts and other obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. **ACCOUNTING.**

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs, including those records listed in NRS 86.241(1). Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1. Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

9.2 Limitation Upon Distributions. Notwithstanding Section 9.1 above, no distribution shall be declared and paid unless, after the distribution is made, the Company will be able to pay its debts as they become due in the usual course of business and the assets of the Company are in excess of all liabilities of the Company.

10. MANAGEMENT BY MANAGERS – BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Managers, known as the Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, or more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purposes, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute less than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Nevada. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Nevada corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless

otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Nevada corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Nevada corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Nevada corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

Notwithstanding the foregoing, the provisions of this Section 12.2 shall not be construed so as to provide for indemnification for any liability to the extent (but only to the extent) that such indemnification would be in violation of applicable law, but shall be construed so as to effectuate the provisions of this Section 12.2 to the fullest extent permitted by law.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the Member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Certificates for Units.

(a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in NC-DSH, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

14.4 No Requirement for Member Meetings. No annual or special meetings of the Member are required.

15. DISSOLUTION.

15.1 Dissolution. The Company shall dissolve and commence winding up and liquidating only upon the occurrence of the first to occur of any of the following (individually, a "Terminating Event"):

(a) The written direction of the Member, at any time; or

(b) The sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith; or

(c) The entry of a decree of judicial dissolution pursuant to NRS 86.495.

Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Winding Up; Sale of Assets Upon Dissolution. Upon a Terminating Event, the Company shall cease to carry on its business, except insofar as may be necessary for the winding up of its affairs in any orderly manner, liquidating its assets, and satisfying the claims of its creditors, but the separate existence of the Company shall continue until Articles of Dissolution have been filed with the Nevada Secretary of State or until a decree dissolving the Company has been entered by a court of competent jurisdiction. The Board shall oversee the winding up and liquidating of the Company and shall take full account of the Company's liabilities and assets upon a Terminating Event. The Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company. Upon the completion of the winding up, liquidation and distribution of the assets, the Company shall be deemed terminated. The Company shall comply with the applicable requirements of the Act pertaining to the winding up of the affairs of the Company and the final distribution of its assets.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

15.4 Articles of Dissolution. When all debts, liabilities and obligations have been paid and discharged or adequate provisions have been made therefor and all of the remaining property and assets have been distributed to the Member, Articles of Dissolution shall be executed and filed with the Nevada Secretary of State in the manner provided in the NRS 86.53l and NRS 86.541.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement, the construction of its terms, and the interpretation of the rights and duties of the Member and the Board shall be governed by, and construed in accordance with, the laws of the State of Nevada without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

16.8 Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated hi this Agreement by reference.

16.9 No Third-Party Beneficiaries. No term or provision of this Agreement is intended to or shall be for the benefit of any person, firm, corporation or other entity not a party

hereto, and no such other person, firm, corporation or other entity shall have any right or cause of action hereunder.

QHG GEORGIA HOLDINGS, INC.

By: /s/ Rachel A. Seifert
Name Rachal A. Seifert
Title: Senior Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
QHG Georgia Holdings, Inc. 4000 Meridian Blvd. Franklin, Tennessee 37067	$100.00	100

Exhibit 3.218

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NORTHAMPTON HOSPITAL COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE SEVENTEENTH DAY OF OCTOBER, A.D. 2007, AT 2:15 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2007, AT 9:57 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2007, AT 11:59 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "NORTHAMPTON HOSPITAL COMPANY, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

AUTHENTICATION: 9120092

4442353 8100H

111141957

DATE: 10-27-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:15 PM 10/17/2007
FILED 02:15 PM 10/17/2007
SRV 071125741 – 4442353 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Northampton Hospital Company, LLC.
- **Second**: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castie County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is ."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Northampton Hospital Company, LLC this 17 day of October, 2007.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:20 AM 12/28/2007
FILED 09:57 AM 12/28/2007
SRV 071369600 – 4442353 FILE

CERTIFICATE OF MERGER
MERGING
NORTHAMPTON HOSPITAL CORPORATION
WITH AND INTO
NORTHAMPTON HOSPITAL COMPANY, LLC

The undersigned limited liability company, formed and existing under and by virtue of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., does hereby certify that:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities in the merger are as follows:

Name	Jurisdiction of Formation or Organization
Northampton Hospital Corporation	Pennsylvania
Northampton Hospital Company, LLC	Delaware

SECOND: An Agreement and Plan of Merger between the parties to the merger has been approved and executed by each of the constituent entities in accordance with the requirements of applicable law.

THIRD: The name of the surviving limited liability company is Northampton Hospital Company, LLC.

FOURTH: This Certificate of Merger, and the merger referenced herein, shall be effective as of 51:59 p.m. on December 31, 2007.

FIFTH: The executed Agreement and Plan of Merger is on file at a place of business of the surviving limited liability company. The address of such place of business of the surviving limited liability company is 4000 Meridian Blvd., Franklin, TN 37067.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any stockholder or member of, or any other person holding an interest in, either of the constituent entities in the merger.

[Signature Page Follows]

IN WITNESS WHEREOF, the surviving limited liability company has caused this Certificate of Merger to be duly executed in its name this 27th day of December, 2007.

NORTHAMPTON HOSPITAL COMPANY, LLC

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Senior Vice President and Secretary
Authorized Person

Exhibit 3.219

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NORTHAMPTON HOSPITAL COMPANY, LLC

December 26, 2007

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AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT
OF
NORTHAMPTON HOSPITAL COMPANY, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT of Northampton Hospital Company, LLC, a Delaware limited liability company (the "Company"), is made as of the 26th day of December, 2007, by and among Community Health Investment Corporation, a Delaware corporation ("CHIC"), and each of the other persons and entities who are, or will become, members of the Company (collectively referred to herein as "Member or Members"). For the purposes of this Agreement, the term "Member or Members" includes all persons then acting in such capacity in accordance with the terms of this Agreement.

RECITALS:

CHIC has previously formed a limited liability company under and pursuant to the Delaware Limited Liability Company Act (the "Act"); and

CHIC now desires to amend and restate the Limited Liability Company Operating Agreement (the "Operating Agreement").

AGREEMENT:

NOW, THEREFORE, the Operating Agreement is hereby amended and restated in its entirety to read as follows:

1. FORMATION

1.1 Formation. The Company was formed as a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Northampton Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301,7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers,

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 ***President.*** The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in

the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also

impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, of granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be

taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Members Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Northampton Hospital Company, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of .all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale

or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(d) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

COMMUNITY HEALTH INVESTMENT CORPORATION

By: /s/ Rachel A. Seifert
Name Rachel A. Seifert
Title: Senior Vice President and Secretary
("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Community Health Investment Corporation 4000 Meridian Blvd. Franklin, Tennessee 37067	[$100.00]	100

Exhibit 3.220

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NORTHWEST HOSPITAL, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE NINTH DAY OF NOVEMBER, A.D. 1998, AT 9 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-SECOND DAY OF APRIL, A.D. 1999, AT 2:15 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE SEVENTH DAY OF MAY, A.D. 1999, AT 3:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "NORTHWEST HOSPITAL, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

2964436 8100H

111141959

AUTHENTICATION: 9120094

DATE: 10–27–11

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/09/1998
981430506 – 2964436

CERTIFICATE OF FORMATION
OF
NORTHWEST HOSPITAL, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is Northwest Hospital, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

THIRD: The name and address of the Company's registered agent for service of process is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of October 30, 1998.

By: /s/ John M. Franck II
Name: John M. Franck II
Title: Authorized Person

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 02:15 PM 04/22/1999
991159297 – 2964436

CERTIFICATE OF MERGER

OF

HOSPITAL CORPORATION OF NORTHWEST, INC.

INTO

NORTHWEST HOSPITAL, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company and corporation DO HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Northwest Hospital, LLC (the "LLC")	Delaware
Hospital Corporation of Northwest, Inc. (the "Company")	Arizona

SECOND: An Agreement and Plan of Merger between the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities to the merger.

THIRD: The Company shall be merged with and into the LLC, with the LLC being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be Northwest Hospital, LLC.

FOURTH: The Certificate of Formation of the LLC at the effective time of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any shareholder or member, as the case may be, of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on April 22, 1999.

*****

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 21st day of April, 1999.

NORTHWEST HOSPITAL, LLC

By: /s/ John M. Franck II
Name: John M. Franck II
Title: Manager

HOSPITAL CORPORATION OF NORTHWEST, INC.

By: /s/ R. Milton Johnson
Name: R. Milton Johnson
Title: Vice President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 05/07/1999
991183253 - 2964436

CERTIFICATE OF MERGER
OF
HDP NORTHWEST, LLC,
NORTHWEST REAL ESTATE, LLC
AND
NORTHWEST AMDECO, LLC
INTO
NORTHWEST HOSPITAL, LLC

Pursuant to Section 18-209 of the
Delaware Limited Liability Company Act

The undersigned limited liability company DOES HEREBY CERTIFY:

FIRST: The name and the state of formation or organization of each of the constituent entities to the merger are as follows:

Name	State of Formation or Organization
Northwest Hospital, LLC ("LLC 1")	Delaware
HDP Northwest, LLC ("LLC 2")	Delaware
Northwest Real Estate, LLC ("LLC 3")	Delaware
Northwest Amdeco, LLC ("LLC 4")	Delaware

SECOND: An Agreement and Plan of Merger among the constituent entities to the merger (the "Merger Agreement") has been approved and executed by each of the constituent entities in the merger.

THIRD: Each of LLC 2, LLC 3 and LLC 4 shall be merged with and into LLC 1, with LLC 1 being the surviving entity (the "Surviving Entity") in the merger, and the name of the Surviving Entity shall be Northwest Hospital, LLC.

FOURTH: The Certificate of Formation of LLC 1 at the effective date of the merger shall be the Certificate of Formation of the Surviving Entity.

FIFTH: The executed Merger Agreement is on file at the principal place of business of the Surviving Entity. The address of the Surviving Entity is One Park Plaza, Nashville, Tennessee 37203.

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Entity, on request and without cost, to any member of the constituent entities.

SEVENTH: This Certificate of Merger shall be effective on May 7, 1999.

IN WITNESS WHEREOF, this Certificate of Merger has been executed on this 6th day of May, 1999.

NORTHWEST HOSPITAL, LLC

By: /s/ Ronald Lee Grubbs, Jr.
Ronald Lee Grubbs, Jr.
Vice President

Exhibit 3.221

LIMITED LIABILITY COMPANY AGREEMENT
OF
NORTHWEST HOSPITAL, LLC

This Limited Liability Company Agreement of Northwest Hospital, LLC, effective as of November 9, 1998 (this "Agreement"), is entered into by Hospital Corporation of Northwest, Inc., as the sole member (the "Member").

WHEREAS, the Member desires to form a limited liability company under and subject to the laws of the State of Delaware for the purpose described below; and

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of such limited liability company and its rights and obligations with respect thereto.

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq.), as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the limited liability company formed hereby is Northwest Hospital, LLC (the "Company").

2. Purpose. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, carrying on any lawful business, purpose or activity for which limited liability companies may be formed under the Act and engaging in any and all activities necessary or incidental to the foregoing.

3. Registered Office. The address of the registered office of the Company in the State of Delaware is 1013 Centre Road, Wilmington, Delaware 19805.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

5. Member and Capital Contribution. The name and the business address of the Member and the amount of cash or other property contributed or to be contributed by the Member to the capital of the Company are set forth on Schedule A attached hereto and shall be listed on the books and records of the Company. The managers of the Company shall be required to update the books and records, and the aforementioned Schedule, from time to time as necessary to accurately reflect the information therein.

The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

6. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. John M. Franck II is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file the Certificate of Formation of the Company (and any amendments and/or restatements thereof) and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as managers in the capacity set forth after their names, each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Michael J. Parsons	Senior Vice President and Treasurer
Michael L. Silhol	Vice President and Secretary
John M. Franck II	Vice President

The managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

7. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

8. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror.

12. Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

13. Liability of Member and Managers. Neither the Member nor any manager shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

14. Indemnification. The Company shall indemnify and hold harmless each manager and the Member and its partners, shareholders, officers, directors, managers, employees, agents and representatives and the partners, shareholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

15. Amendment. This Agreement may be amended from time to time with the consent of the Member.

16. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

******

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement on the 30th day of December, 1998.

HOSPITAL CORPORATION OF NORTHWEST, INC.

By: /s/ R. Milton Johnson
R. Milton Johnson
Vice President

SCHEDULE A

Member and Business Address	Capital Contribution	Limited Liability Company Interest
Hospital Corporation of Northwest, Inc. One Park Plaza Nashville, Tennessee 37203 Attn: John M. Franck II	The assets contributed to the Company as set forth in a Bill of Sale and Assignment, effective as of the Effective Time (as defined therein), between the Member and the Company.	100%

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "NOV HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTIETH DAY OF DECEMBER, A.D. 2006, AT 3:51 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "NOV HOLDINGS, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

4272333 8100H

111141964

AUTHENTICATION: 9120098

DATE: 10–27–11

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:51 PM 12/20/2006
FILED 03:51 PM 12/20/2006
SRV 061170301 – 4272333 FILE

CERTIFICATE OF FORMATION
OF
NOV HOLDINGS, LLC

Under Section 18-201 of the
Delaware Limited Liability Company Act

FIRST: The name of the limited liability company is NOV Holdings, LLC (the "Company").

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation as of December 20, 2006.

By: /s/ Rebecca Hurley
Name: Rebecca Hurley
Title: Authorized Person

Exhibit 3.223

LIMITED LIABILITY COMPANY AGREEMENT
OF
NOV HOLDINGS, LLC

The undersigned hereby executes this Limited Liability Company Agreement (this "LLC Agreement") as the sole member (the "Member") of NOV Holdings, LLC (the "Company"), a Delaware limited liability company formed on December 20, 2006 pursuant to the provisions of the Delaware Limited Liability Company Act (the "Act").

The name of the Company shall be NOV Holdings, LLC. The Company may adopt and conduct its business under such assumed or trade names as the Members may from time to time determine. The Company shall file any assumed or fictitious name certificates as may be required to conduct business in any state.

WHEREAS, the Member desires to enter into this Agreement to define formally and express the terms of the Company and the Member's rights and obligations with respect thereto.

NOW, THEREFORE, the Member hereby agrees as follows:

1. Purpose. The Company may engage in any lawful business permitted by the Act, including without limitation, acquiring, constructing, developing, owning, operating, selling, leasing, financing and otherwise dealing with real property and healthcare businesses.

2. Contributions. The Member shall not be required to make any additional contributions of capital to the Company, although the Member may from time to time agree to make additional capital contributions to the Company.

3. Registered Office and Agent. The address of the registered and principal office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and the name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808.

4. Term. The term of the Company shall be perpetual.

5. Return of Contributions. Prior to the dissolution of the Company, no Member shall have the right to receive any distributions of or return of its capital contribution.

6. Dissolution. The Company shall dissolve, and its affairs shall be wound up, upon the first to occur of the following: (a) the written consent of the Member or (b) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

7. Allocation of Profits and Losses. The Company's profits and losses shall be allocated to the Member.

8. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.

9. Powers. The business and affairs of the Company shall be managed by the Member. The Member shall have the power to do any and all acts necessary or convenient to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the laws of the State of Delaware. Rebecca Hurley is hereby designated as an authorized person, within the meaning of the Act, to execute, deliver and file any amendments and/or restatements to the Certificate of Formation of the Company and any other certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in a jurisdiction in which the Company may wish to conduct business. The Member hereby designates the following persons to serve as officers and/or managers (in the capacity set forth after their names), each until such person's successor shall have been duly appointed or until such person's earlier resignation or removal:

James D. Shelton	President
Rebecca Hurley	Senior Vice President, General Counsel & Secretary
Thomas H. Frazier, Jr.	Senior Vice President
W. Stephen Love	Senior Vice President and CFO
Joe Johnson	Vice President and Assistant Secretary
Robert P. Frutiger	Vice President

The officers and managers of the Company shall have such authority and perform such duties in the management of the Company as may be determined by the Member or as provided herein or under the Act to one or more managers.

10. Resignation. The Member shall not resign from the Company (other than pursuant to a transfer of the Member's entire limited liability company interest in the Company to a single substitute member, including pursuant to a merger agreement that provides for a substitute member pursuant to the terms of this Agreement) prior to the dissolution and winding up of the Company.

11. Admission of Substitute Member. A person who acquires the Member's limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of this Agreement or a counterpart of this Agreement and thereupon shall become the "Member" for purposes of this Agreement.

12. Liability of Member, Directors and Officers. Neither the Member nor any director or officer of the Company shall have any liability for the obligations or liabilities of the Company except to the extent provided herein or in the Act.

13. Indemnification. The Company shall indemnify and hold harmless each director and officer of the Company and the Member and its partners, stockholders, officers, directors,

managers, employees, agents and representatives and the partners, stockholders, officers, directors, managers, employees, agents and representatives of such persons to the fullest extent permitted by the Act.

14. Amendment. This Agreement may be amended from time to time with the consent of the Member.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

16. Prior Agreements. This Agreement supersedes any prior limited liability company agreement applicable to the Company.

The Member hereby agrees that all other terms of the Company shall be controlled and interpreted in accordance with the Act.

IN WITNESS WHEREOF, the undersigned has executed this Limited Liability Company Agreement to be effective as of the date of formation of the Company as referenced above.

MEMBER:

DESERT HOSPITAL HOLDINGS, LLC

By: /s/ Rebecca Hurley

Name: Rebecca Hurley

Title: Senior Vice President

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS FILED FROM AND INCLUDING THE RESTATED CERTIFICATE OR A MERGER WITH A RESTATED CERTIFICATE ATTACHED OF "ORO VALLEY HOSPITAL, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

RESTATED CERTIFICATE, CHANGING ITS NAME FROM "TRI-SHELL 50 LLC" TO "ORO VALLEY HOSPITAL, LLC", FILED THE TWENTY-FOURTH DAY OF JUNE, A.D. 2004, AT 2:49 O'CLOCK P.M.

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

3575660 8100X

AUTHENTICATION: 9120104

111141968

DATE: 10–27–11

AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
TRI-SHELL 50 LLC

Under Section 18-208 of the
Delaware Limited Liability Company Act

This Amended and Restated Certificate of Formation of Tri-Shell 50 LLC (the "Company") has been duly executed and is being filed by the undersigned, as an authorized person, in accordance with the provisions of Section 18-208 of the Delaware Limited Liability Company Act, to amend and restate the Certificate of Formation (the "Certificate of Formation") of the Company, which was filed on October 2, 2002 with the Secretary of State of Delaware.

The Certificate of Formation is hereby amended and restated in its entirety to read as follows:

"FIRST: The name of the Company is Oro Valley Hospital, LLC.

SECOND: The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle.

THIRD: The name and address of the registered agent for service of process on the Company in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle."

IN WITNESS WHEREOF, the undersigned has executed this Amended and Restated Certificate of Formation as of June 24, 2004.

By: /s/ Donald P. Fay
Donald P. Fay
Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:48 PM 06/24/2004
FILED 02:49 PM 06/24/2004
SPV 040467931 – 3575660 FILE

Exhibit 3.229

ADDENDUM

Effective as of 12:01 a.m. (Eastern Standard Time) on January 1, 2006 (the "Effective Date"), Triad Hospitals, Inc. ("Triad") assigned, transferred and conveyed its 100% limited liability company interest in Oro Valley Hospital, LLC (f/k/a Tri-Shell 50, LLC), a Delaware limited liability company ("LLC"), to Tennyson Holdings, Inc. ("Holdings"), whereupon Holdings became the sole member of LLC. Attached hereto is a copy of the Limited Liability Company Agreement of LLC (the "Agreement").

The undersigned hereby agrees to be bound by all of the terms and provisions of the Agreement, and further agrees that, from and after the Effective Date, all references in the Agreement to Triad as the sole member (the "Member") shall be deemed to be references to Holdings as the Member.

IN WITNESS WHEREOF, Holdings has executed this Addendum on the 1st day of January, 2006.

TENNYSON HOLDINGS, INC.

By: /s/ Rebecca Hurley
Name: Rebecca Hurley
Title: Senior Vice President, General Counsel and Secretary

AMENDMENT NO. 1 TO
LIMITED LIABILITY COMPANY AGREEMENT
OF
TRI-SHELL 50, LLC

Amendment No. 1 to Limited Liability Company Agreement of Tri-Shell 50, LLC, effective as of June 24, 2004 (this "Amendment"), is entered into by Triad Hospitals, Inc., a Delaware corporation, as the sole member of the Company as defined below (the "Member").

WHEREAS, Tri-Shell 50, LLC, (the "Company") was formed as a Delaware limited liability company pursuant to the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time (the "Act");

WHEREAS, the Member entered into the Limited Liability Company Agreement of the Company effective as of October 2, 2002 (the "Original Agreement"); and

WHEREAS, the Member desires to enter into this Amendment to amend certain provisions of the Original Agreement;

NOW, THEREFORE, in consideration of the agreements and obligations set forth herein and for other good and valuable consideration, the Member hereby agrees as follows:

1. The provision of the Original Agreement under the heading "Name" is hereby amended and restated in its entirety to read as follows:

"Name. The name of the limited liability company formed hereby is Oro Valley Hospital, LLC."

2. The provision of the Original Agreement under the heading "Registered Office." is hereby amended and restated in its entirety to read as follows:

"Registered Office and Principal Office. The address of the registered office of the Company in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808. The Principal Office of the Company shall be at 5800 Tennyson Parkway, Plano, Collin County, Texas 75024, which shall also be the office at which Certificates for Interest of the Company are surrendered."

3. The provision of the Original Agreement under the heading "Powers." is hereby amended and restated in its entirety to read as follows:

"Powers. The Company shall be managed exclusively by the Member (the "Managing Member"). The Managing Member shall have all powers necessary, useful or appropriate for the day-to-day management and conduct of the Company's business including, if advisable, the power to delegate to agents pursuant to Section 18-407 of the

Act. All instruments, contracts, agreements and documents providing for the acquisition, mortgage or disposition of property of the Company shall be valid and binding on the Company if executed by any of the officers of the Managing Member. The Managing Member has determined that it is advisable to appoint the following officers of the Company, each of which shall have the authority specified below.

The officers of the Company (each an "Officer") shall consist of a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, a Controller, a General Counsel and one or more Associate General Counsel. The Managing Member shall have the right and power to remove and replace any Officer with or without cause and, in general, shall be vested with full power, control and discretion over the appointment of Officers subsequent to the date hereof. As of the date hereof, the Managing Member hereby (a) appoints the Officers set forth on Exhibit A hereto, and (b) terminates the authority of any other person who may have been heretofore appointed to act for or on behalf of the Company.

The powers and duties of the officers shall be as follows:

The President. The President shall have, subject to the supervision, direction and control of the Managing Member, the general powers and duties of supervision, direction and management of the affairs and business of the Company usually vested in the president of a corporation, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Company.

The Vice Presidents. Each Vice President shall have such powers and perform such duties as may from time to time be assigned to him or her by the Managing Member or the President.

The Secretary and the Assistant Secretaries. The Secretary (or any Assistant Secretary, if at the direction of the Secretary, or in his or her absence) shall attend meetings of the Company and record all votes and minutes of all such proceedings in a book kept for such purpose. He or she shall have all such further powers and duties as generally are incident to the position of a secretary of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Treasurer and Assistant Treasurers. The Treasurer (or any Assistant Treasurer, if at the direction of the Treasurer, or in his or her absence) shall have custody of the Company's funds, cash, securities and other property and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit or cause to be deposited moneys or other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Treasurer. The Treasurer shall have such other powers and perform such other duties as generally are incident to the position of a treasurer of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The Controller. The Controller shall maintain adequate records of all assets, liabilities, income, expenses and transactions of the Company and shall see that adequate audits thereof are currently and regularly made. The Controller shall have such other powers and perform such other duties as generally are incident to the position of a controller of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

The General Counsel and Associate General Counsel. The General Counsel (or any Associate General Counsel, if at the direction of the General Counsel, or in his or her absence) shall be the chief legal officer of the Company. The General Counsel shall have such powers and perform such duties as generally are incident to the position of a general counsel of a corporation or as may from time to time be assigned to him or her by the Managing Member or the President.

4. The provision of the Original Agreement under the heading "Assignment and Transfer." is hereby amended and restated in its entirety to read as follows:

"Assignment and Transfer. The Member may assign or transfer in whole but not in part its limited liability company interest to a single acquiror. In addition, to effectively transfer an interest in accordance with this Agreement, the relevant Certificate for Interest or Certificates for Interest must be surrendered or presented at any office or agency of the Company maintained for such purpose. Wherever any such Certificate for Interest is so surrendered or presented for transfer, if such transfer otherwise complies with and satisfies the terms of this Agreement, the Managing Member or an Officer shall cause one or more new Certificates for Interest to be issued by the Company in the name of the designated assignee or assignees. All Certificates for Interest presented or surrendered for transfer shall be canceled or destroyed by the Managing Member or an Officer. By acceptance of a Certificate for Interest, each assignee shall be deemed to have agreed to be bound by this Agreement.

Every Certificate for Interest presented or surrendered for transfer shall be duly endorsed and be accompanied by a written instrument of transfer duly executed by the assignor and the assignee thereof substantially in the form attached hereto as Exhibit B or in a form otherwise reasonably satisfactory to the Managing Member."

5. The provision of the Original Agreement under the heading "Admission of Substitute Member." is hereby amended and restated in its entirety to read as follows:

"Admission of Substitute Member. A person who acquires the Member's entire limited liability company interest by transfer or assignment shall be admitted to the Company as a member upon the execution of (x) this Agreement or a counterpart of this Agreement or (y) an instrument substantially in the form attached hereto as Exhibit B or in a form otherwise reasonably satisfactory to the Managing Member pursuant to which such person agrees to be bound by the provisions of this Agreement and thereupon shall become the "Member" for purposes of this Agreement."

6. The following provision is hereby added to the Original Agreement under the heading "17. Certificate(s) of Interest."

"17. Certificate(s) of Interest. The interests of the Members shall be evidenced by certificates substantially in the form of Exhibit C hereto, with such changes thereto as may be approved by the Managing Member (the "Certificates for Interest"). The Certificates for Interest shall constitute "securities" and "certificated securities" governed by, and within the meaning of, Article 8 of the Uniform Commercial Code (as in effect from time to time in the State of Delaware and any other applicable jurisdiction).

Upon receipt of written notice or other evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any Certificate for Interest and, in the case of any such loss, theft or destruction, upon receipt of the a Member's unsecured indemnity agreement, or in the case of any other holder of a Certificate for Interest or Certificates for Interest, other indemnity reasonably satisfactory to the Company, or in the Case of any such mutilation upon surrender or cancellation of such Certificate for Interest, the Managing Member, on behalf of the Company, will make and deliver a new Certificate for Interest, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Certificate for Interest.

The Company shall cause to be kept at the Company's principal office an accurate ledger in which the Managing Member shall provide for the issuance and registration of interests in the Company and any transfers of them, which such ledger shall constitute conclusive evidence as to the identity of the Members. The Company shall update such ledger from time to time as may be necessary to reflect the issue of any Interests and the assignment of such interests."

7. The Original Agreement is hereby amended by adding Exhibits A, B, and C hereto as Exhibits A, B, and C to the Original Agreement.

8. This Amendment shall be governed by, and construed in accordance with, the laws of the State of Delaware.

9. Except as amended hereby, the Original Agreement shall remain in full force and effect.

******

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first above written.

TRIAD HOSPITALS, INC.

By: /s/ Donald P. Fay
Name: Donald P. Fay
Title: Executive Vice President

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "PENNSYLVANIA HOSPITAL COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWELFTH DAY OF MAY, A.D. 2003, AT 6:41 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWELFTH DAY OF NOVEMBER, A.D. 2003, AT 10:09 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-SIXTH DAY OF SEPTEMBER, A.D. 2007, AT 12:13 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "PENNSYLVANIA HOSPITAL COMPANY, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

3657509 8100H *AUTHENTICATION: 9120134*

111142016 *DATE: 10–27–11*

FAX

State of Delaware - Division of Corporations
DOCUMENT FILING SHEET

Priority 1 (One hr)	Priority 2 (Two Hr.)	Priority 3 (Same Day)	Priority 4 (24 Hour)	Priority 5 (Must Approval)	Priority 6 (Reg. Approval)	Priority 7 (Reg. Work)
			XXXXX XXXXX			

DATE SUBMITTED 05/12/03

REQUESTOR NAME National Registered Agents, Inc. **FILE DATE** 05/12/03

ADDRESS 9 E. Loockerman Street, #1B **FILE TIME** _____

Dover, DE 19901

ATTN Jody Harrington **REF. CHARLIE/67**

PHONE (302) 674-4089

NAME of COMPANY/ENTITY PENNSYLVANIA HOSPITAL COMPANY, LLC

030307228	NEW	9216365	
SRV NUMBER	FILE NUMBER	FILER'S NUMBER	RESERVATION NO.

TYPE OF DOCUMENT FORMATION **DOCUMENT CODE** 0102

CHANGE of NAME _____ **CHANGE of AGENT/OFFICE** _____ **CHANGE OF STOCK** _____

CORPORATIONS

FRANCHISE TAX	YEAR ___	$
FILING FEE TAX		$
RECEIVING & INDEXING		$
CERTIFIED COPIES	NO. 1	$
SPECIAL SERVICES		$
KENT COUNTY RECORDER		$
NEW CASTLE COUNTY RECORDER		$
SUSSEX COUNTY RECORDER		$
	TOTAL	$

METHOD of RETURN

_____ MESSENGER/PICKUP
_____ FED. EXPRESS Acct.# _____
_____ REGULAR MAIL
_____ FAX No. _____
X OTHER Remote Print

COMMENTS/FILING INSTRUCTIONS

CREDIT CARD CHARGES

You have my authorization to charge my credit card for this service:

___ ___ ___ ___ - ___ ___ ___ ___ - ___ ___ ___ ___ - ___ ___ ___ ___ **Exp. Date** _____

Signature _____ **Printed Name** _____

AGENT USE ONLY

INSTRUCTIONS

1. **Fully shade in the required Priority square using a dark pencil or marker, staying within the square.**
2. **Each request must be submitted as a separate item, with its own Filing as the FIRST PAGE.**

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:41 PM 05/12/2003
FILED 06:41 PM 05/12/2003
SRV 030307228 – 3657509 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Pennsylvania Hospital Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Rd., Ste. 400 in the City of Wilmington. The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Pennsylvania Hospital Company, LLC this 12 day of May, 2003.

BY: /s/ Robin Joi Keck
Authorized Person(s)

NAME: Robin Joi Keck
Type or Print

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

PENNSYLVANIA HOSPITAL COMPANY, LLC

PENNSYLVANIA HOSPITAL COMPANY, LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is PENNSYLVANIA HOSPITAL COMPANY, LLC

2. The certificate of formation of the company is hereby amended by striking out Article 2 thereof and by substituting in lieu of said Article the following new Article:

"2. The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc. 9 East Loockerman Street, Suite 1B, Dover, County of Kent, Delaware 19901."

Executed on 11-4-03

/s/ Robin Keck
Robin Keck, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:42 PM 11/12/2003
FILED 10:09 AM 11/12/2003
SRV 030724272 – 3657509 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:52 PM 09/26/2007
FILED 12:13 PM 09/26/2007
SRV 071054278 – 3657509 FILE

Certificate of Amendment to Certificate of Formation

of

PENNSYLVANIA HOSPITAL COMPANY, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is:

PENNSYLVANIA HOSPITAL COMPANY, LLC

2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company's registered agent and registered office and by substituting in lieu thereof the following new statement:

"The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808."

Executed on September 14, 2007

/s/ Rachel A. Seifert,
Name: Rachel A. Seifert
Title: Authorized Person

DELL D-:CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION 01/98 (#3048)

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "PHOENIXVILLE HOSPITAL COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-SEVENTH DAY OF APRIL, A.D. 2004, AT 6:42 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-SIXTH DAY OF SEPTEMBER, A.D. 2007, AT 1:32 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "PHOENIXVILLE HOSPITAL COMPANY, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

3796044 8100H *AUTHENTICATION: 9120140*

111142021 *DATE: 10–27–11*

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:42 PM 04/27/2004
FILED 06:42 PM 04/27/2004
SRV 040306722 – 3796044 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Phoenixville Hospital Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 9. E. Loockerman St., 1B in the City of Dover. The name of its Registered agent at such address is National Registered Agents, Inc..
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Phoenixville Hospital Company, LLC this 27 day of April, 2004.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin Joi Keck
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:45 PM 09/26/2007
FILED 01:32 PM 09/26/2007
SRV 071054896 – 3796044 FILE

Certificate of Amendment to Certificate of Formation

of

PHOENIXVILLE HOSPITAL COMPANY, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is:

PHOENIXVILLE HOSPITAL COMPANY, LLC

2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company's registered agent and registered office and by substituting in lieu thereof the following new statement:

"The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808."

Executed on September 14, 2007

/s/ Rachel A. Seifert,
Name: Rachel A. Seifert
Title: Authorized Person

DELL D-:CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION 01/98 (#3048)

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "POTTSTOWN HOSPITAL COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE THIRTEENTH DAY OF MAY, A.D. 2003, AT 6:42 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE FIFTH DAY OF NOVEMBER, A.D. 2003, AT 7:04 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, FILED THE TWENTY-SIXTH DAY OF SEPTEMBER, A.D. 2007, AT 12:08 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "POTTSTOWN HOSPITAL COMPANY, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

3657514 8100H

AUTHENTICATION: 9120147

111142026

DATE: 10–27–11

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:42 PM 05/12/2003
FILED 06:42 PM 05/13/2003
SRV 030307222 – 3657514 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Pottstown Hospital Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Rd., Ste. 400 in the City of Wilmington.

  The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Pottstown Hospital Company, LLC this 12 day of May , 2003.

BY: /s/ Robin Joi Keck
Authorized Person(s)

NAME: Robin Joi Keck
Type or Print

CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION

OF

POTTSTOWN HOSPITAL COMPANY, LLC

POTTSTOWN HOSPITAL COMPANY, LLC (hereinafter called the "company"), a limited liability company organized and existing under and by virtue of the Limited Liability Company Act of the State of Delaware, does hereby certify:

1. The name of the limited liability company is POTTSTOWN HOSPITAL COMPANY, LLC

2. The certificate of formation of the company is hereby amended by striking out Article 2 thereof and by substituting in lieu of said Article the following new Article:

"2. The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are National Registered Agents, Inc., 9 East Loockerman Street, Suite 1B, Dover, County of Kent, Delaware 19901."

Executed on OCTOBER 23, 2003.

/s/ Kimberly A. Wright, ASST. SEC.
Kimberly A. Wright, Authorized Person

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:33 PM 11/05/2003
FILED 07:04 PM 11/05/2003
SRV 030712453 – 3657514 FILE

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:50 PM 09/26/2007
FILED 12:08 PM 09/26/2007
SRV 071054246 – 3657514 FILE

Certificate of Amendment to Certificate of Formation

of

POTTSTOWN HOSPITAL COMPANY, LLC

It is hereby certified that:

1. The name of the limited liability company (hereinafter called the "limited liability company") is:

POTTSTOWN HOSPITAL COMPANY, LLC

2. The certificate of formation of the limited liability company is hereby amended by striking out the statement relating to the limited liability company's registered agent and registered office and by substituting in lieu thereof the following new statement:

"The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808."

Executed on September 14, 2007

/s/ Rachel A. Seifert,
Name: Rachel A. Seifert
Title: Authorized Person

DELL D-:CERTIFICATE OF AMENDMENT TO CERTIFICATE OF FORMATION 01/98 (#3048)

Exhibit 3.242

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "QHG GEORGIA HOLDINGS II, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE EIGHTEENTH DAY OF NOVEMBER, A.D. 2009, AT 3:08 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "QHG GEORGIA HOLDINGS II, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

4754966 8100H

111142036

AUTHENTICATION: 9120152

DATE: 10–27–11

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:17 PM 11/18/2009
FILED 03:08 PM 11/18/2009
SRV 091028976 – 4754966 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is QHG Georgia Holdings II, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of QHG Georgia Holdings II, LLC this 18 day of November , 2009.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

Exhibit 3.243

LIMITED LIABILITY COMPANY AGREEMENT

OF

QHG GEORGIA HOLDINGS II, LLC

November 18, 2009

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LIMITED LIABILITY COMPANY AGREEMENT
OF
QHG GEORGIA HOLDINGS II, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 18th day of November, 2009, by QHG Georgia Holdings, Inc., a Georgia corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be QHG Georgia Holdings II, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the

advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units, (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in QHG Georgia Holdings II, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but

the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

QHG GEORGIA HOLDINGS, INC.

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Senior Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
QHG Georgia Holdings, Inc. 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Control No. **K815977**

STATE OF GEORGIA

Secretary of State

Corporations Division
313 West Tower
2 Martin Luther King, Jr. Drive
Atlanta, Georgia 30334-1530

Certified Copy

I, Brian P. Kemp, Secretary of the State of Georgia, do hereby certify under the seal of my office that the attached documents are true and correct copies of documents filed under the name of

QHG GEORGIA, LP

Domestic Limited Partnership

Said entity was formed in the jurisdiction set forth above and has filed in the Office of Secretary of State on the 28th day of April, 1998 its certificate of limited partnership, articles of incorporation, articles of association, articles of organization or application for certificate of authority to transact business in Georgia. This Certificate is issued pursuant to Title 14 of the Official Code of Georgia Annotated and is prima-facie evidence of the existence or nonexistence of the facts stated herein.

WITNESS my hand and official seal of the City of Atlanta and the State of Georgia on 31st day of October, 2011

Brian P. Kemp
Secretary of State

Certification Number: 7803800-1 Reference:
Verify this certificate online at http://corp.sos.state.ga.us/corp/soskb/verify.asp

Secretary of State
Corporations Division
Suite 315, West Tower
2 Martin Luther King Jr. Dr.
Atlanta, Georgia 30334-1530

CONTROL NUMBER : 9815977
EFFECTIVE DATE : 04/28/1998
COUNTY : GWINNETT
REFERENCE : 0045
PRINT DATE : 04/28/1998
FORM NUMBER : 327

PARANET CORPORATION SERVICES INC.
KATHY SLAYMAN
3761 VENTURE DRIVE, STE 260
DULUTH, GA 30096

CERTIFICATE OF LIMITED PARTNERSHIP FILING

I, Lewis A. Massey, the Secretary of State of the State of Georgia, do hereby certify under; the seal of my office that the domestic limited partnership

QHG GEORGIA, LP
A DOMESTIC LIMITED PARTNERSHIP

has filed, as of the effective date stated above, its Certificate of Limited Partnership with the Secretary of State and has paid all fees as required by Title 14 of the Official Code of Georgia Annotated.

WITNESS my hand and official seal in the City of Atlanta and the State of Georgia on the date set forth above.

/s/ Lewis A. Massey
Lewis A. Massey
Secretary of State

ATTACHMENT TO
CERTIFICATE OF LIMITED PARTNERSHIP
GEORGIA LIMITED PARTNERSHIP
TRANSMITTAL FORM
FOR
QHG GEORGIA. LP

Item 5 - Name and Business Address of Sole General Partner

QHG Georgia Holdings, Inc.
3761 Venture Drive. Suite 260
Duluth, Georgia 30096

CERTIFICATE OF LIMITED PARTNERSHIP

OF

QHG GEORGIA, LP

To the Secretary of State
State of Georgia

The undersigned general partner, pursuant to Section 14-9-201 of the Georgia Revised Uniform Limited Partnership Act, desiring to form a limited partnership under the laws of the State of Georgia, hereby certify that:

FIRST: The name of the limited partnership is **QHG Georgia, LP**

SECOND: The address of the registered office is 3761 Venture Drive, Suite 260, Duluth, Georgia 30096 and the name and address of the initial agent for service of process required to be maintained by Section 14-9-104 are Paranet Corporation Services, Inc., 3761 Venture Drive, Suite 260, Duluth, Georgia 30096.

THIRD: The name and business address of the sole general partner is:

NAME	BUSINESS ADDRESS
QHG Georgia Holdings, Inc.	3761 Venture Drive, Suite 260 Duluth, Georgia 30096

FOURTH: The undersigned constitutes the sole general partner of the limited partnership named herein.

Executed on this 27th day of April 1998.

QHG GEORGIA HOLDINGS, INC.,
sole General Partner

By: _____

Title: Assistant Secretary

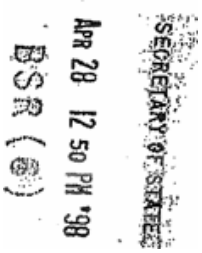


Exhibit 3.247

AGREEMENT OF LIMITED PARTNERSHIP
OF
QHG GEORGIA, LP

The undersigned, desiring to form a limited partnership pursuant to the provisions of the Georgia Revised Uniform Limited Partnership Act (the "Uniform Act"), certify as follows:

1. Partnership Name. The name of the limited partnership is QHG Georgia, LP (the "Partnership").

2. Purpose. The purpose of the Partnership is to enter or participate in the ownership and operation of healthcare delivery systems as may be identified and directed by the General Partner of the Partnership. The Partnership shall have the authority to do all things necessary or desirable to accomplish its purpose and to operate its business as described. This Agreement shall not be construed to create a partnership relationship among the partners with respect to any activities other than those specified in this Section 2. The Partnership shall not be required to engage in all activities permitted by or specified in this Section 2, and shall begin business upon engaging in any portion or phase of any such activity.

3. Principal Office. The principal office of the Partnership is located at 3761 Venture Drive, Suite 260, Duluth, Georgia 30096.

4. Registered Office and Agent. The registered office of the Partnership in the State of Georgia will be at such place as the General Partner may designate from time to time. The registered agent for service of process on the Partnership in the State of Georgia or any other jurisdiction shall be such person or persons as the General Partner may designate from time to time. The initial registered office of the Partnership in the State of Georgia is located at 3761 Venture Drive, Suite 260, Duluth, Georgia 30096, and its initial registered agent in the State of Georgia at that address is Paranet Corporation Services, Inc.

5. Initial Partners. The name and address of each partner in the Partnership is as follows:

(a) General Partner:

QHG Georgia Holdings, Inc., a Georgia corporation
c/o Legal Department
103 Continental Place
Brentwood, *Tennessee* 37027

(b) Original Limited Partner:

NC-DSH, Inc., a Nevada corporation
1325 Airmotive Way, Suite 130
Reno, NV 89502

6. Date of Activation. The Partnership shall be organized on the date its Certificate of Limited Partnership is filed in the office of the Secretary of State of Georgia, and the Partnership shall continue unless terminated as provided in this Agreement or in the Uniform Act.

7. Capital Contributions. The capital contributed to the Partnership by the General Partner and the Original Limited Partner is as follows: QHG Georgia Holdings, Inc., a Georgia corporation, as General Partner, shall convey its .4% membership interest it owns in Macon Healthcare LLC, a Delaware limited liability company; and NC-DSH, Inc., a Nevada corporation, as Original Limited Partner, shall contribute its 37.6% interest it owns in Macon Healthcare LLC, a Delaware limited liability company.

8. General Partner's General Partnership Interests. QHG Georgia Holdings, Inc. shall own a general partnership interest equal to one percent (1%) of total capital contributions.

9. Assignment by Limited Partners. A Limited Partner shall have the right to substitute an assignee in his place only upon written consent of the General Partner and compliance with the provisions of this Agreement and the Uniform Act.

10. No Priority; Rights to Property. No Limited Partner shall have the right to priority over any other Limited Partner as to contributions or as to compensation by way of income. No Limited Partner shall have any right to demand and receive property other than cash in return for his or her contribution to the Partnership.

11. Authority of General Partner. No person conducting business with the Partnership shall be required to determine the authority of the General Partner to act for and on behalf of the Partnership, or to determine any facts or circumstances bearing upon the existence of such authority, including the securing of any necessary consent or approval of the Original Limited Partner or the Limited Partners. The General Partner is expressly authorized to execute and deliver for and on behalf of the Partnership all contracts, agreements and commitments relating to the business and expressed purpose of the Partnership, and said contracts, agreements and commitments shall be binding upon the Partnership.

The General Partner may borrow, and authorize the borrowing of, money required for the business of the Partnership from any person, including its affiliates, and may secure the repayment of such loans by executing promissory notes, deeds of trust or by pledging or otherwise encumbering or granting security interests in all or any portion of the assets owned by the Partnership.

12. Exculpation of General Partner. No act or omission by the Partnership or the General Partner (except gross negligence, intentional misconduct, or for any transaction for which a Partner received a personal benefit in violation or breach of any provision of this Agreement) shall ever subject the General Partner or its affiliates to any liability to the Partnership or any Partner. No shareholder, officer, director, employee, agent or associate of the General Partner shall have any liability to the Partnership or to any Partner in connection with the Partnership. The Partnership shall indemnify and hold harmless the General Partner and all shareholders, officers, directors, employees or agents of the General Partner to the fullest extent allowed under the Uniform Act.

13. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meaning given them in Title 14, Chapter 9, Article 1 of the Uniform Act.

Dated as of the 1st day of May, 1998.

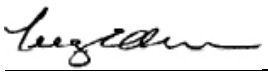
GENERAL PARTNER:

QHG GEORGIA HOLDINGS, INC.,
a Georgia corporation

By: /s/ William L. Anderson
William L. Anderson
President

ORIGINAL LIMITED PARTNER:

NC-DSH, INC.,
a Nevada corporation

By: 

Title: President

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "QHG OF BLUFFTON COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE SEVENTEENTH DAY OF DECEMBER, A.D. 2007, AT 10:53 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2007, AT 10:55 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2007, AT 11:59 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "QHG OF BLUFFTON COMPANY, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

4474767 8100H

AUTHENTICATION: 9120157

111142039

DATE: 10-27-11

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:06 AM 12/17/2007
FILED 10:53 AM 12/17/2007
SRV 071328257 – 4474767 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is QHG of Bluffton Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of QHG of Bluffton Company, LLC this 17 day of December, 2007.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:09 AM 12/28/2007
FILED 10:55 AM 12/28/2007
SRV 071370028 - 4474767 FILE

CERTIFICATE OF MERGER
MERGING
QHG OF BLUFFTON, INC.
WITH AND INTO
QHG OF BLUFFTON COMPANY, LLC

The undersigned limited liability company, formed and existing under and by virtue of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., does hereby certify that:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities in the merger are as follows:

Name	Jurisdiction of Formation or Organization
QHG of Bluffton, Inc.	Indiana
QHG of Bluffton Company, LLC	Delaware

SECOND: An Agreement and Plan of Merger between the parties to the merger has been approved and executed by each of the constituent entities in accordance with the requirements of applicable law.

THIRD: The name of the surviving limited liability company is QHG of Bluffton Company, LLC.

FOURTH: This Certificate of Merger, and the merger referenced herein, shall be effective as of 11:59 p.m. on December 31, 2007.

FIFTH: The executed Agreement and Plan of Merger is on file at a place of business of the surviving limited liability company. The address of such place of business of the surviving limited liability company is 4000 Meridian Blvd., Franklin, TN 37067.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any stockholder or member of, or any other person holding an interest in, either of the constituent entities in the merger.

[Signature Page Follows]

IN WITNESS WHEREOF, the surviving limited liability company has caused this Certificate of Merger to be duly executed in its name this 27th day of December, 2007.

QHG OF BLUFFTON COMPANY, LLC

By: /s/ Rachel A. Seifert

Name: Rachel A. Seifert
Title: Senior Vice President and Secretary Authorized Person

Exhibit 3.249

LIMITED LIABILITY COMPANY AGREEMENT

OF

QHG OF BLUFFTON COMPANY, LLC

December 17, 2007

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LIMITED LIABILITY COMPANY AGREEMENT
OF
QHG OF BLUFFTON COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 17th day of December, 2007, by Tennyson Holdings, Inc., a Delaware corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be QHG of Bluffton Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 ***General Powers.*** All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 ***Number, Election and Term.*** The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Members meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Dutties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be

otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1:

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy. Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in QHG of Bluffton Company, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale

or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(d) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

TENNYSON HOLDINGS, INC.

By: /s/ Rachel A. Seifert

Name **Rachel A. Seifert**

Title: **Senior Vice President and Secretary**

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Tennyson Holdings. Inc. 4000 Meridian Blvd. Franklin, Tennessee 37067	[$ 100.00]	100

Delaware *PAGE 1*

The First State

I, JEFFREY W. BULLOCK , SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "QHG OF WARSAW COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

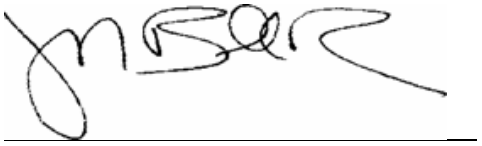
THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE SEVENTEENTH DAY OF DECEMBER, A.D. 2007, AT 10:55 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2007, AT 10:56 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2007, AT 11:59 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "QHG OF WARSAW COMPANY, LLC".



Jeffrey W. Bullock, Secretary of State

4474770 8100H *AUTHENTICATION: 9120172*

111142056 *DATE: 10-27-11*

You May verify this certificate online
at corp. delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 11:06 AM 12/17/2007
FILED 10:55 AM 12/17/2007
SRV 071328275 – 4474770 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is QHG of Warsaw Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County).
- The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of QHG of Warsaw Company, LLC this 17 day of December, 2007.

BY: _____
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

State of Delaware
Secretary of State
Division or Corporations
Delivered 11:10 AM 12/28/2007
FILED 10:56 AM 12/28/2007
SRV 071370040 – 4474770 FILE

CERTIFICATE OF MERGER
MERGING
QHG OF WARSAW, INC.
WITH AND INTO
QHG OF WARSAW COMPANY, LLC

The undersigned limited liability company, formed and existing under and by virtue of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., does hereby certify that:

FIRST: The name and jurisdiction of formation or organization of each of the constituent entities in the merger are as follows:

Name	Jurisdiction of Formation or Organization
QHG of Warsaw, Inc.	Indiana
QHG of Warsaw Company, LLC	Delaware

SECOND: An Agreement and Plan of Merger between the parties to the merger has been approved and executed by each of the constituent entities in accordance with the requirements of applicable law.

THIRD: The name of the surviving limited liability company is QHG of Warsaw Company, LLC.

FOURTH: This Certificate of Merger, and the merger referenced herein, shall be effective as of 11:59 p.m. on December 31, 2007.

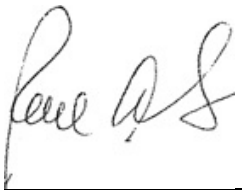
FIFTH: The executed Agreement and Plan of Merger is on file at a place of business of the surviving limited liability company. The address of such place of business of the surviving limited liability company is 4000 Meridian Blvd., Franklin, TN 37067.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving limited liability company, on request and without cost, to any stockholder or member of, or any other person holding an interest in, either of the constituent entities in the merger.

[Signature Page Follows]

IN WITNESS WHEREOF, the surviving limited liability company has caused this Certificate of Merger to **be** duly executed in its name this 27th day of December, 2007.

QHG OF WARSAW COMPANY, LLC

By: 

Name: Rachel A. Seifert
Title: Senior Vice President and Secretary
Authorized Person

Exhibit 3.269

LIMITED LIABILITY COMPANY AGREEMENT

OF

QHG OF WARSAW COMPANY, LLC

December 17, 2007

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LIMITED LIABILITY COMPANY AGREEMENT
OF
QHG OF WARSAW COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 17th day of December, 2007, by Tennyson Holdings, Inc., a Delaware corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be QHG of Warsaw Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, slate and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the directors successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officers removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be

otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the directors or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Members Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in QHG of Warsaw Company, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale

or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(d) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

TENNYSON HOLDINGS, INC.

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Senior Vice President and Secretary
(Member)

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Tennyson Holdings, Inc. 4000 Meridian Blvd. Franklin, Tennessee 37067	[$100.00]	100

Exhibit 3.296

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "SCRANTON HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE FOURTEENTH DAY OF JANUARY, A.D. 2011, AT 6:31 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "SCRANTON HOLDINGS, LLC" .

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

4927795 8100H
AUTHENTICATION: 9120694

111142784
DATE: 10-27-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:45 PM 01/14/2011
FILED 06:31 PM 01/14/2011
SRV 110048015 – 4927795 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Scranton Holdings, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Scranton Holdings, LLC this 14th day January, 2011.

BY: /s/ Kristie Putman
Authorized Person(s)

NAME: Kristie Putman, Organizer
Type or Print

Exhibit 3.297

LIMITED LIABILITY COMPANY AGREEMENT

OF

SCRANTON HOLDINGS, LLC

January 14, 2011

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LIMITED LIABILITY COMPANY AGREEMENT
OF
SCRANTON HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 14th day of January, 2011, by Tennyson Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Scranton Holdings, LLC.

2.2 ***Principal Office.*** The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the

Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W, Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by

which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if an*y,* with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be

more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or

omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Scranton Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1 (a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity of circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

TENNYSON HOLDINGS, LLC

By: 

Name Rachel A. Seifert

Title: Executive Vice President & Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Tennyson Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.298

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "SCRANTON HOSPITAL COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE FOURTEENTH DAY OF JANUARY, A.D. 2011, AT 6:33 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "SCRANTON HOSPITAL COMPANY, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

4927796 8100H

AUTHENTICATION: 9120699

111142791

DATE: 10-27-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:45 PM 01/14/2011
FILED 06:33 PM 01/14/2011
SRV 110048026 – 4927796 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Scranton Hospital Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Scranton Hospital Company, LLC this 14th day of January, 2011.

BY: /s/ Kristie Putman
Authorized Person(s)

NAME: Kristie Putman, Organizer
Type or Print

Exhibit 3.299

LIMITED LIABILITY COMPANY AGREEMENT

OF

SCRANTON HOSPITAL COMPANY, LLC

January 14, 2011

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LIMITED LIABILITY COMPANY AGREEMENT
OF
SCRANTON HOSPITAL COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 14th day of January, 2011, by Scranton Holdings, LLC, a Delaware limited liability company (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Scranton Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A, The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company,

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by CHS/Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President Any Vice President may sign certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTIONS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the

advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President. The signature of such officer upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Scranton Hospital Company, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but

the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

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15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1 (a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

SCRANTON HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Executive Vice President & Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Scranton Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.302

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "SILOAM SPRINGS ARKANSAS HOSPITAL COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE THIRTIETH DAY OF OCTOBER, A.D. 2008, AT 11:50 O' CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "SILOAM SPRINGS ARKANSAS HOSPITAL COMPANY, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

4617628 8100H

AUTHENTICATION: 9120310

111142262

DATE: 10-27-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:36 PM 10/30/2008
FILED 11:50 AM 10/30/2008
SRV 081078919 – 4617628 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Siloam Springs Arkansas Hospital Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Siloam Springs Arkansas Hospital Company, LLC this 30 day of October, 2008.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

Exhibit 3.303

LIMITED LIABILITY COMPANY AGREEMENT

OF

SILOAM SPRINGS ARKANSAS HOSPITAL COMPANY, LLC

October 30, 2008

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LIMITED LIABILITY COMPANY AGREEMENT
OF
SILOAM SPRINGS ARKANSAS HOSPITAL COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 30th day of October, 2008, by Siloam Springs Holdings, LLC (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Siloam Springs Arkansas Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 ***General Powers***. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 ***Number, Election and Term***. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be

more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the

advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Siloam Springs Arkansas Hospital Company, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale

or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

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16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

SILOAM SPRINGS HOLDINGS, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Senior Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Siloam Springs Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	[$100.00]	100

Exhibit 3.304

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "SILOAM SPRINGS HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE THIRTIETH DAY OF OCTOBER, A.D. 2008, AT 11:50 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "SILOAM SPRINGS HOLDINGS, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

4617627 8100H

AUTHENTICATION: 9120312

111142264

DATE: 10-27-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Siloam Springs Holdings, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- ***Third:*** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** (Insert any other matters the members determine to include herein.)

In Witness Whereof, the undersigned have executed this Certificate of Formation of Siloam Springs Holdings, LLC this 30 day of October, 2008.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:35 PM 10/30/2008
FILED 11:50 AM 10/30/2008
SRV 081078914 – 4617627 FILE

Exhibit 3.305

LIMITED LIABILITY COMPANY AGREEMENT

OF

SILOAM SPRINGS HOLDINGS, LLC

October 30, 2008

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LIMITED LIABILITY COMPANY AGREEMENT
OF
SILOAM SPRINGS HOLDINGS, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 30th day of October, 2008, by Community Health Investment Company, LLC (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Siloam Springs Holdings, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such principal place of business or such other place that the Board shall deem appropriate. The registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE 19808, County of New Castle. The registered agent of the Company for service of process at such address is Corporation Service Company. Such registered office and registered agent may be changed by the Board from time to time.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Board from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company as a limited liability company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The limited liability company interests in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has contributed the cash or other property identified on, and has been issued the number of Units listed on, Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individual directors, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Except as otherwise expressly provided herein, directors shall be elected at the organizational meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until such director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.11 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.12 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding the meeting or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.13 Chairman and Vice Chairman of the Board. The Board may appoint one of its members as Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be

more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company on account of such director's or officer's status as a director or officer of the Company or by reason of any act or omission related to the business of the Company performed or omitted by them in good faith with the care an officer of a Delaware corporation of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful. To the extent that, at law or in equity, a director or officer of the Company has duties (including fiduciary duties) and liabilities relating thereto to the Company, the Member or any other person, such director or officer acting under this Agreement shall not be liable to the Company the Member or any other person for breach of fiduciary duty for its good faith reliance on the provisions of this Agreement, and the provisions of this Agreement, to the extent that they restrict or eliminate the duties (including fiduciary duties) and liabilities relating thereto of a director or officer otherwise existing at law or in equity, are agreed by the Member and the Company to replace such other duties and liabilities of such director or officer.

12.2. Indemnification.

(a) The Company shall indemnify and hold harmless each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan. The indemnities hereunder shall survive the termination of the Company and this Agreement.

(b) At the request of the director or officer entitled to indemnification hereunder, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1:

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the

advance if it is ultimately determined that the director or officer did not meet the standard of conduct or is otherwise not entitled to indemnification hereunder. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be, or hereafter become, entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall not participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. If the member transfers all of its Units, the transferee of such Units shall automatically become a substitute Member in the place of the Member. The Board shall amend Exhibit A from time to time to reflect transfers made in accordance with this Section 14.2.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act with respect to the member, the successor-in-interest or personal representative of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. (a) Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices shall be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new certificate may be issued therefor upon such terms and indemnity to the Company as the Board may prescribe.

(b) A Unit in the Company evidenced by a certificate shall constitute a security governed by Article 8 of the Uniform Commercial Code. Each certificate evidencing membership interests in the Company shall bear the following legend: "This certificate evidences an interest in Siloam Springs Holdings, LLC and shall be a security for purposes of Article 8 of the Uniform Commercial Code." No change to this provision shall be effective until all outstanding certificates have been surrendered for cancellation and any new certificates thereafter issued shall not bear the foregoing legend.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution or upon the sale

or other disposition of all, or substantially all of the Assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith as applicable, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3 and a certificate of cancellation of the certificate of formation of the Company is filed with the office of the Secretary of State of the State of Delaware pursuant to Section 18-203 of the Act. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

COMMUNITY HEALTH INVESTMENT COMPANY, LLC

By: /s/ Rachel A. Seifert

Name Rachel A. Seifert

Title: Senior Vice President and Secretary

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Community Health Investment Company, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	[$100.00]	100

Exhibit 3.308

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "SPOKANE VALLEY WASHINGTON HOSPITAL COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE TWENTY-SIXTH DAY OF OCTOBER, A.D. 2007, AT 1:45 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "SPOKANE VALLEY WASHINGTON HOSPITAL COMPANY, LLC".

/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State

4447178 8100H

111142270

AUTHENTICATION: 9120319

DATE: 10-27-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:37 PM 10/26/2007
FILED 01:45 PM 10/26/2007
SRV 071159505 – 4447178 FILE

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Spokane Valley Washington Hospital Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Spokane Valley Washington Hospital Company, LLC this 26 day of October, 2007.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

Exhibit 3.309

LIMITED LIABILITY COMPANY AGREEMENT

OF

SPOKANE VALLEY WASHINGTON HOSPITAL COMPANY, LLC

October 26, 2007

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Member	Preamble
Units	4.1

LIMITED LIABILITY COMPANY AGREEMENT
OF
SPOKANE VALLEY WASHINGTON HOSPITAL COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 26th day of October, 2007, by Community Health Investment Corporation, a Delaware corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Spokane Valley Washington Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd., Franklin, Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such registered place of business or such other place that the Board shall deem appropriate. The Company shall designate an agent for service of process in Delaware in accordance with the provisions of the Act.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Member from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The interest in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has been issued the number of Units listed on Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.770l-3(b)(l)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall fee paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individuals, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Directors shall be elected at the first annual meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until the director resigns Or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by, or at the request of, the Chairman, if any, or the chief executive Officer of the Company. All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by die directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director's arrival, to holding it or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. A duly appointed officer may appoint one or more officers or assistant officers as provided in Section 11.11. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Member's meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or, to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board. Each officer shall hold office until such, officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perfonn all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from, time to, time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies, and other depositories as shall be selected in accordance with the provisions of Section 6.1, and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company for any act or omission on behalf of the Company performed or omitted by them in good faith with the care a corporate officer of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and. with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

12.2 Indemnification.

(a) To the fullest extent permitted by the Act, the Company shall indemnify each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is, or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee, benefit plans, provided that the director or Officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan.

(b) To the fullest extent authorized or permitted by the Act, the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1:

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by, or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection Of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the. Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in, other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular noncompeting business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall not have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it, and neither the Company, nor the Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers. The Member shall not have any right to participate in the management or control of the Company's business.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. The transferee of the Units shall automatically become a substitute Member in the place of the Member.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act, the successor-in-interest of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning, the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Board may prescribe.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company Shall Continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member

to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

COMMUNITY HEALTH INVESTMENT CORPORATION

By: /s/ RACHEL A. SEIFERT

Name RACHEL A. SEIFERT

Title: SENIOR VICE PRESIDENT

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
CHS Washington Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.310

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "SPOKANE WASHINGTON HOSPITAL COMPANY, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF FORMATION, FILED THE NINTH DAY OF OCTOBER, A.D. 2007, AT 2:21 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "SPOKANE WASHINGTON HOSPITAL COMPANY, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

4436798 8100H

AUTHENTICATION: 9120321

111142276

DATE: 10-27-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

STATE *of* DELAWARE
LIMITED LIABILITY COMPANY
CERTIFICATE *of* FORMATION

- **First:** The name of the limited liability company is Spokane Washington Hospital Company, LLC.
- **Second:** The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400 in the City of Wilmington (New Castle County). The name of its Registered agent at such address is Corporation Service Company.
- **Third:** *(Use this paragraph only if the company is to have a specific effective date of dissolution.)* "The latest date on which the limited liability company is to dissolve is _____."
- **Fourth:** *(Insert any other matters the members determine to include herein.)*

In Witness Whereof, the undersigned have executed this Certificate of Formation of Spokane Washington Hospital Company, LLC this 9 day of October, 2007.

BY: /s/ Robin J. Keck
Authorized Person(s)

NAME: Robin J. Keck, Organizer
Type or Print

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:39 PM 10/09/2007
FILED 02:21 PM 10/09/2007
SRV 071096597 – 4436798 FILE

Exhibit 3.311

LIMITED LIABILITY COMPANY AGREEMENT

OF

SPOKANE WASHINGTON HOSPITAL COMPANY, LLC

October 9, 2007

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LIMITED LIABILITY COMPANY AGREEMENT
OF
SPOKANE WASHINGTON HOSPITAL COMPANY, LLC

THIS LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") is made as of the 9th day of October, 2007, by Community Health Investment Corporation, a Delaware corporation (the "Member").

1. FORMATION.

1.1 Formation. The Member does hereby form a limited liability company (the "Company") pursuant to the provisions of the Delaware Limited Liability Company Act ("Act").

2. NAME AND OFFICE.

2.1 Name. The name of the Company shall be Spokane Washington Hospital Company, LLC.

2.2 Principal Office. The principal office of the Company shall be at 4000 Meridian Blvd Franklin. Tennessee 37067, or at such other place as shall be determined by the Board (as hereinafter defined). The books of the Company shall be maintained at such registered place of business or such other place that the Board shall deem appropriate. The Company shall designate an agent for service of process in Delaware in accordance with the provisions of the Act.

3. PURPOSE AND TERM.

3.1 Purpose. The purposes of the Company are as follows:

(a) To acquire, own, manage and operate certain healthcare facilities.

(b) To engage in such other lawful activities in which a limited liability company may engage under the Act as is determined by the Member from time to time.

(c) To do all other things necessary or desirable in connection with the foregoing, or otherwise contemplated in this Agreement.

3.2 Company's Power. In furtherance of the purpose of the Company as set forth in Section 3.1, the Company shall have the power to do any and all things whatsoever necessary, appropriate or advisable in connection with such purpose, or as otherwise contemplated in this Agreement.

3.3 Term. The term of the Company shall commence as of the date of the filing of a Certificate of Formation with the Delaware Secretary of State's Office, and shall continue until dissolved in accordance with Section 15.

4. CAPITAL.

4.1 Initial Capital Contribution of Member. The interest in the Company shall be divided into units ("Units"). The total number of Units that the Company is initially authorized to issue is 100 Units. The Member has been issued the number of Units listed on Exhibit A. The Member may, but shall not be required to, make additional capital contributions to the Company from time to time.

4.2 No Liability of Member. Except as otherwise specifically provided in the Act, the Member shall not have any personal liability for the obligations of the Company. Except as provided in Section 4.1, the Member shall not be obligated to contribute funds or loan money to the Company.

4.3 No Interest on Capital Contributions. The Member shall not be entitled to interest on any capital contributions made to the Company.

5. ACCOUNTING.

5.1 Books and Records. The Company shall maintain full and accurate books of the Company at the Company's principal place of business, or such other place as the Board shall determine, showing all receipts and expenditures, assets and liabilities, net income and loss, and all other records necessary for recording the Company's business and affairs. Such books and records shall be open to the inspection and examination of the Member in person or by its duly authorized representatives at all reasonable times.

5.2 Fiscal Year. The fiscal year of the Company shall be the calendar year.

6. BANK ACCOUNTS.

6.1 Bank Accounts. All funds of the Company shall be deposited in its name into such checking, savings and/or money market accounts or time certificates as shall be designated by the Board. Withdrawals therefrom shall be made upon such signature or signatures as the Board may designate. The Board shall be entitled to make withdrawals from such accounts to invest such funds in connection with the cash management system employed by Community Health Systems, Inc. on behalf of its affiliated hospitals and health care facilities.

7. NET INCOME AND NET LOSS.

7.1 Net Income and Net Loss. All net income or net loss of the Company shall be for the account of the Member.

8. FEDERAL INCOME TAX ELECTIONS.

8.1 Tax Treatment. It is the intention of the Member that for Federal, state and local income tax purposes the Company be disregarded as an entity separate from the Member in accordance with the provisions of Treas. Reg. §§ 301.7701-2(c)(2)(i) and 301.7701-3(b)(1)(ii). The Member shall take all actions which may be necessary or required in order for the Company to be so disregarded for income tax purposes.

9. DISTRIBUTIONS.

9.1 Distributions. The Board shall determine, in the Board's sole discretion, the amount and timing of any distributions to the Member and whether such distributions shall be paid in cash or property.

10. BOARD OF DIRECTORS.

10.1 General Powers. All powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company managed under the direction of, its Board of Directors ("Board").

10.2 Number, Election and Term. The Board shall consist of not less than one, nor more than seven individuals, the exact number of which shall be determined by the Board from time to time. Initially, there shall be three directors, Martin G. Schweinhart, W. Larry Cash and Rachel A. Seifert. Directors shall be elected at the first annual meeting of the Member and at each annual meeting thereafter. A decrease in the number of directors shall not shorten an incumbent director's term. Each director shall hold office until the director resigns or is removed. Despite the expiration of a director's term, such director shall continue to serve until the director's successor is elected and qualifies, until there is a decrease in the number of directors or the director is removed.

10.3 Resignation of Directors. A director may resign at any time by delivering written notice to the Board, its Chairman (as hereinafter defined), if any, or the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date.

10.4 Removal of Directors by Member. A director shall be removed by the Member only at a meeting called for the purpose of removing such director and the meeting notice shall state that the purpose, or one of the purposes, of the meeting is removal of the director. The Member may remove one or more directors with or without cause.

10.5 Vacancy on Board. If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of directors, the Board shall fill the vacancy, and if the directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new director may not take office until the vacancy occurs.

10.6 Compensation of Directors. Directors on the Board shall not be entitled to receive a fee for the director's services as a director on the Board.

10.7 Meetings. The Board may hold regular or special meetings in or out of the State of Delaware. The Board may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

10.8 Special Meetings. Special meetings of the Board may be called by. or at the request of. the Chairman, if any, or the chief executive officer of the Company, All special meetings of the Board shall be held at the principal office or such other place as may be specified in the notice of the meeting.

10.9 Action Without Meeting. Any action required or permitted to be taken at a Board meeting may be taken without a meeting, without prior notice and without a vote if a consent or consents in writing, setting forth the action so taken, shall be signed by the directors having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all directors entitled to vote thereon were present and voted.

10.10 Notice of Meetings. Meetings of the Board may be held without notice of the date, time, place or purpose of the meeting.

10.11 Quorum and Voting. A majority of the number of directors fixed by, or determined in accordance with, this Agreement shall constitute a quorum of the Board. If a quorum is present, an affirmative vote by a majority of the number of directors present shall constitute an act of the Board. A director who is present at a meeting of the Board or a committee of the Board when action is taken shall be deemed to have assented to the action taken unless (i) the director objects at the beginning of the meeting, or promptly upon the director' s arrival, to holding it or transacting business at the meeting or (ii) the director's dissent or abstention from the action taken is entered in the minutes of the meeting or the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the Company immediately after adjournment of the meeting. The right of dissent or abstention shall not be available to a director who votes in favor of the action taken.

10.12 Chairman and Vice Chairman of the Board. The Board may appoint one of its members Chairman of the Board ("Chairman"). The Board may also appoint one of its members as Vice Chairman of the Board, and such individual shall serve in the absence of the Chairman and perform such additional duties as may be assigned to such person by the Board.

11. OFFICERS.

11.1 Officers Generally. The Company shall have the officers appointed by the Board in accordance with this Agreement. A duly appointed officer may appoint one or more officers or assistant officers as provided in Section 11.11. The same individual may simultaneously hold more than one office in the Company. Section 11.10 delegates to the Secretary, if such office be created and filled, the required responsibility of preparing minutes of the Board's and the Members meetings and for authenticating records of the Company. If such office shall not be created and filled, then the Board shall delegate to one of the officers of the Company such responsibility.

11.2 Duties of Officers. Each officer of the Company shall have the authority and shall perform the duties set forth in this Agreement for such office or. to the extent consistent with this Agreement, the duties prescribed by the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers.

11.3 Appointment and Term of Office. The officers of the Company shall be appointed by the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board, Each officer shall hold office until such officer's successor shall be duly appointed or until the officer's death or until the officer shall resign or shall have been removed in the manner hereinafter provided.

11.4 Resignation and Removal of Officers. An officer may resign at any time by delivering notice to the Company. A resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Company accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor shall not take office until the effective date. The Board may remove any officer at any time with or without cause.

11.5 Contract Rights of Officers. Appointment of an officer or agent shall not of itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Company. An officer's resignation shall not affect the Company's contract rights, if any, with the officer.

11.6 Chairman of the Board. The Chairman, if that office be created and filled, may, at the discretion of the Board, be the chief executive officer of the Company and, if such, shall, in general, supervise and control the affairs and business of the Company, subject to control by the Board. The Chairman shall preside at all meetings of the Member and the Board.

11.7 President. The President, if that office be created and filled, shall be the chief executive officer of the Company, unless a Chairman is appointed and designated chief executive officer pursuant to Section 11.6. If no Chairman has been appointed or, in the absence of the Chairman, the President shall preside at all meetings of the Member. The President may sign certificates for Units, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by this Agreement to some other officer or agent of the Company, or shall be required by law to be otherwise signed or executed. The President shall, in general, perform all duties incident to the office of President of a Delaware corporation and such other duties as may be prescribed by the Board or the Chairman from time to time. Unless otherwise ordered by the Board, the President shall have full power and authority on behalf of the Company to attend, act and vote in person or by proxy at any meetings of shareholders of any corporation in which the Company may hold stock, and at any such meeting shall hold and may exercise all rights incident to the ownership of such stock which the Company, as owner, would have had and could have exercised if present. The Board may confer like powers on any other person or persons.

11.8 Vice President. In the absence of the President, or in the event of the President's death, inability or refusal to act, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in order designated at the time of their appointment, or in the absence of any designation, then in the order of their appointment), if that office be created and filled, shall perform the duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice President may sign, with the Secretary or an assistant secretary, certificates for Units and shall perform such other duties as from time to time may be assigned to such person by the Chairman, the President or by the Board.

11.9 Treasurer. The Treasurer, if that office be created and filled, shall have charge and custody of, and be responsible for, all funds and securities of the Company, receive and give receipts for monies due and payable to the Company from any source whatsoever, and deposit all such monies in the name of the Company in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Section 6.1. and in general, perform all the duties incident to the office of Treasurer of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of such officer's duties in such sum and with such surety or sureties as the Board shall determine.

11.10 Secretary. The Secretary, if that office be created and filled, shall keep the minutes of the Member's meetings and of the Board's meetings in one or more books provided for that purpose, see that all notices are duly given in accordance with the provisions of this Agreement or as required by law, be custodian of the Company records and of the seal, if any, of the Company, be responsible for authenticating records of the Company, keep a register of the mailing address of the Member, which shall be furnished to the Secretary by the Member, sign with the President or a Vice President certificates for Units, have general charge of the transfer books of the Company, and, in general, perform all duties incident to the office of Secretary of a Delaware corporation and such other duties as from time to time may be assigned to such person by the Chairman, the President or the Board.

11.11 Assistant Treasurers and Assistant Secretaries.

(a) Assistant Treasurer. The Assistant Treasurer, if that office be created and filled, shall, if required by the Board, give bond for the faithful discharge of such officer's duty in such sum and with such surety as the Board shall determine.

(b) Assistant Secretary. The Assistant Secretary, if that office be created and filled, and if authorized by the Board, may sign, with the President or Vice President, certificates for Units.

(c) Additional Duties. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such additional duties as shall be assigned to them by the Treasurer or the Secretary, respectively, or by the Chairman, the President or the Board.

12. STANDARD OF CARE OF DIRECTORS AND OFFICERS; INDEMNIFICATION.

12.1 Standard of Care. The directors and officers of the Company shall not be liable, responsible or accountable in damages to the Member or the Company for any act or omission on behalf of the Company performed or omitted by them in good faith with the care a corporate officer of like position would exercise under similar circumstances and in a manner reasonably believed by them to be in the best interests of the Company, and, with respect to any criminal proceeding, had no reasonable cause to believe their conduct was unlawful.

12.2 Indemnification.

(a) To the fullest extent permitted by the Act. the Company shall indemnify each director or officer of the Company against reasonable expenses (including reasonable attorneys' fees), judgments, taxes, penalties, fines (including any excise tax assessed with respect to an employee benefit plan) and amounts paid in settlement (collectively "Liability"), incurred by such person in connection with defending any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative, and whether formal or informal) to which such person is. or is threatened to be made, a party because such person is or was a director or officer of the Company, or is or was serving at the request of the Company as a director, officer, partner, member, employee or agent of another domestic or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise, including service with respect to employee benefit plans, provided that the director or officer has met the standard of conduct described in Section 12.1. A director or officer shall be considered to be serving an employee benefit plan at the Company's request if such person's duties to the Company also impose duties on or otherwise involve services by such person to the plan or to participants in or beneficiaries of the plan.

(b) To the fullest extent authorized or permitted by the Act. the Company shall pay or reimburse reasonable expenses (including reasonable attorneys' fees) incurred by a director or officer who is a party to a proceeding in advance of final disposition of such proceeding if:

(1) The director or officer furnishes the Company a written affirmation of his good faith belief that he has met the standard of conduct described in Section 12.1;

(2) The director or officer furnishes the Company a written undertaking, executed personally or on the director's or officer's behalf, to repay the advance if it is ultimately determined that the director or officer did not meet the standard of conduct. Such undertaking shall be an unlimited general obligation of the director or officer, but shall not be required to be secured and may be accepted without reference to financial ability to make repayment; and

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under the provisions of this Section 12.2.

(c) The indemnification against Liability and advancement of expenses provided by. or granted pursuant to, this Section 12.2 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement may be entitled under any agreement, action of the Member or disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office of the Company, shall continue as to a person who has ceased to be a director or officer of the Company, and shall inure to the benefit of the heirs, executors and administrators of such a person.

Any repeal or modification of this Section 12.2 by the Member shall not adversely affect any right or protection of a director or officer of the Company under this Section 12.2 with respect to any act or omission occurring prior to the time of such repeal or modification.

13. OTHER ACTIVITIES; RELATED PARTY TRANSACTIONS.

13.1 Other Activities. The directors and officers shall devote such of their time to the affairs of the Company's business as they shall deem necessary. The Member, directors, officers and their Affiliates (as hereinafter defined) may engage in, or possess an interest in. other business ventures of any nature and description, independently or with others, whether or not such activities are competitive with those of the Company. Neither the Company nor the Member shall have any rights by virtue of this Agreement in and to such independent ventures, or to the income or profits derived therefrom. The Member shall not be obligated to present any particular noncompeting business opportunity of a character which, if presented to the Company, could be taken by the Company, and the Member and its Affiliates shall not have the right to take for their own account, or to recommend to others, any such particular business opportunity to the exclusion of the Company. For purposes of this Agreement, the term "Affiliate" shall mean any person, corporation, partnership, limited liability company, trust or other entity (directly or indirectly) controlling, controlled by, or under common control with, another person.

13.2 Related Party Transactions. The fact that a director, officer or their Affiliates are directly or indirectly interested in or connected with any person, firm or corporation employed by the Company to render or perform a service, or to or from whom the Company may purchase, sell or lease property, shall not prohibit the Company from employing such person, firm or corporation or from otherwise dealing with him or it. and neither the Company, nor The Member, shall have any rights in or to any income or profits derived therefrom. All such dealings with a director or such director's Affiliates will be on terms which are competitive and comparable with amounts charged by independent third parties.

14. MEMBERS.

14.1 Limitation on Participation in Management. Except as expressly authorized by this Agreement or as expressly required by the Act, the Member, solely by virtue of its status as the Member, shall participate in the management or control of the Company's business, transact any business for the Company or have the power to act for or bind the Company, said powers being vested solely and exclusively in the Board and the officers. The Member shall not have any right to participate in the management or control of the Company's business.

14.2 Assignment of Member's Interest. The Member may freely sell, assign, transfer, pledge, hypothecate, encumber or otherwise dispose of the Member's Units. The transferee of the Units shall automatically become a substitute Member in the place of the Member.

14.3 Bankruptcy, Dissolution, Etc. of Member. Upon the occurrence of any of the events set forth in Sections 18-304 or 18-705 of the Act, the successor-in-interest of the Member shall automatically become a substitute Member in place of the Member.

14.4 Certificates for Units. Certificates representing Units shall be in such form as may be determined by the Board. Such certificates shall be signed by the President or Vice President and by the Secretary or Assistant Secretary, if such offices be created and filled, or signed by two officers designated by the Member to sign such certificates. The signature of such officers upon such certificates may be signed manually or by facsimile. All certificates for Units shall be consecutively numbered. The name of the person owning the Units represented thereby, with the number of Units and date of issue, shall be entered on the books of the Company. All certificates surrendered to the Company for transfer shall be canceled and no new certificates shall be issued until the former certificates for a like number of Units shall have been surrendered and canceled, except that, in case of a lost, destroyed or mutilated certificate, a new one may be issued therefore upon such terms and indemnity to the Company as the Board may prescribe.

15. DISSOLUTION.

15.1 Dissolution. Except as otherwise provided in the Act, the Company shall dissolve upon the decision of the Member to dissolve the Company or the sale or other disposition of all, or substantially all, of the assets of the Company and the sale and/or collection of any evidence of indebtedness received in connection therewith. Dissolution of the Company shall be effective upon the date specified in the Member's resolution, but the Company shall not terminate until the assets of the Company shall have been distributed as provided in Section 15.3. Notwithstanding dissolution of the Company, prior to the liquidation and termination of the Company, the Company shall continue to be governed by this Agreement.

15.2 Sale of Assets Upon Dissolution. Following the dissolution of the Company, the Company shall be wound up and the Board shall determine whether the assets of the Company are to be sold or whether some or all of such assets are to be distributed to the Member in kind in liquidation of the Company.

15.3 Distributions Upon Dissolution. Upon the dissolution of the Company, the properties of the Company to be sold shall be liquidated in orderly fashion and the proceeds thereof, and the property to be distributed in kind, shall be distributed as follows:

(a) First, to the payment and discharge of all of the Company's debts and liabilities, to the necessary expenses of liquidation and to the establishment of any cash reserves which the Member determines to create for unmatured and/or contingent liabilities or obligations of the Company.

(b) Second, to the Member.

16. GENERAL.

16.1 Amendment.

(a) Except as provided in Section 16.1(b), this Agreement may be modified or amended from time to time only upon the consent of the Member.

(b) In addition to any amendments authorized by Section 16.1(a), this Agreement may be amended from time to time by the Board without the consent of the Member

to cure any ambiguity, to correct or supplement any provision hereof which may be inconsistent with any other provision hereof, or to make any other provisions with respect to matters or questions arising under this Agreement which will not be inconsistent with the provisions of this Agreement.

16.2 Captions; Section References. Section titles or captions contained in this Agreement are inserted only as a matter of convenience and reference, and in no way define, limit, extend or describe the scope of this Agreement, or the intent of any provision hereof. All references herein to Sections shall refer to Sections of this Agreement unless the context clearly requires otherwise.

16.3 Number and Gender. Unless the context otherwise requires, when used herein, the singular shall include the plural, the plural shall include the singular, and all nouns, pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, as the identity of the person or persons may require.

16.4 Severability. If any provision of this Agreement, or the application thereof to any person, entity or circumstances, shall be invalid or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to other persons, entities or circumstances, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

16.5 Binding Agreement. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective executors, administrators, heirs, successors and assigns.

16.6 Applicable Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to its conflict of laws rules.

16.7 Entire Agreement. This Agreement contains the entire agreement with respect to the subject matter hereof.

COMMUNITY HEALTH INVESTMENT CORPORATION

By: /S/ RACHEL A. SEIFERT

Name RACHEL A. SEIFERT

Title: SENIOR VICE PRESIDENT

("Member")

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
Community Health Investment Corporation 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

As of 10-1-08

EXHIBIT A

Name and Address of Member	Amount of Contribution	Number of Units
CHS Washington Holdings, LLC 4000 Meridian Blvd. Franklin, Tennessee 37067	$ 100.00	100

Exhibit 3.312

Delaware *PAGE 1*

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "TENNYSON HOLDINGS, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWELFTH DAY OF DECEMBER, A.D. 2005, AT 4:06 O'CLOCK P.M.

CERTIFICATE OF CONVERSION, CHANGING ITS NAME FROM "TENNYSON HOLDINGS, INC. " TO "TENNYSON HOLDINGS, LLC", FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2007, AT 9:53 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2007, AT 11:50 O'CLOCK P.M.

CERTIFICATE OF FORMATION, FILED THE TWENTY-EIGHTH DAY OF DECEMBER, A.D. 2007, AT 9:53 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF FORMATION IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2007, AT 11:50 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY, "TENNYSON HOLDINGS, LLC".

/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State

4075793 8100H

AUTHENTICATION: 9120379

111142349

DATE: 10-27-11

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:06 PM 12/12/2005
FILED 04:06 PM 12/12/2005
SRV 051010691 - 4075793 FILE

CERTIFICATE OF INCORPORATION

OF

TENNYSON HOLDINGS, INC.

THE UNDERSIGNED, in order to form a corporation for the purposes hereinafter stated, under and pursuant to the provisions of the General Corporation Law of the State of Delaware, does hereby certify as follows.

ARTICLE I

The name of The Corporation is: Tennyson Holdings, Inc. (hereinafter referred to as the "Corporation").

ARTICLE II

The address of the registered office of the Corporation in the State of Delaware is Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, County of New Castle The name of the Corporation's registered agent at such address is the Corporation Service Company.

ARTICLE III

The purpose for which the Corporation is organized is to engage in any lawful acts or activities for which corporations may be organized under the General Corporation law of the State of Delaware, as from time to time in effect.

ARTICLE IV

The total number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) shares of common stock, par value $.01 per share.

ARTICLE V

Elections of directors need not be by ballot unless required by the By-laws of the Corporation (the "By-laws") Any director may be removed from office either with or without cause at any time by the affirmative vote of the holders of a majority of the outstanding stock of the Corporation entitled to vote, given at a meeting of the stockholders called for that purpose, or by the consent of the holders of a majority of the outstanding stock of the Corporation entitled to vote, given in accordance with Section 228 of the General Corporation Law of the State of Delaware.

ARTICLE VI

In furtherance and not in limitation of the power conferred upon The Board of Directors by law, the Board of Directors shall have power to make, adopt, alter, amend and repeal from time to time the By-laws, subject to the right of the stockholders entitled to vote with respect thereto to alter, amend and repeal By-laws adopted by the Board of Directors

ARTICLE VII

No director shall be liable to the Corporation or any of its stockholders for monetary damages for breach of fiduciary duty as a director, provided that the foregoing shall not eliminate or limit any liability that may exist with respect to (1) a breach of the director's duty of loyalty to The Corporation or its stockholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) liability under Section 174 of the Delaware General Corporation Law or (4) a transaction from which the director derived an improper personal benefit, it being the intention of the foregoing provision to eliminate the liability of the Corporation's directors to the Corporation or its stockholders to the fullest extent permitted by Section 102(b)(7) of the Delaware General Corporation Law, as in effect on the date hereof and as such Section may be amended after the date hereof to the extent such amendment permits such liability to be further eliminated or limited. The Corporation shall indemnify to the fullest extent permitted by Section 145 of the Delaware General Corporation Law (as in effect on the date hereof and as such Section may be amended after the date hereof) each person that such Section grants the Corporation the power to indemnify.

ARTICLE VIII

The name and address of the sole incorporator is as follows:

Rebecca Hurley
Triad Hospitals, Inc
5800 Tennyson Parkway
Plano, Texas 75024

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Incorporation as of the 12th day of December, 2005.

/s/ Rebecca Hurley
Rebecca Hurley
Sole Incorporator

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:19 AM 12/28/2007
FILED 09:53 AM 12/28/2007
SRV *071369572 - 4075793 FILE*

CERTIFICATE OF CONVERSION

CONVERTING

TENNYSON HOLDINGS, INC.
(A Delaware Corporation)

TO

TENNYSON HOLDINGS, LLC
(A Delaware Limited Liability Company)

This Certificate of Conversion is being filed for the purpose of converting Tennyson Holdings, Inc., a Delaware corporation (the "Converting Corporation"), to a Delaware limited liability company to be named "Tennyson Holdings, LLC" (the "Company") pursuant to Section 18-214 of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq. (the "Delaware LLC Act").

The undersigned, as an authorized person of the Converting Corporation and the Company, does hereby certify as follows:

1. Name of Converting Corporation. The name of the Converting Corporation immediately prior to the filing of this Certificate of Conversion, was "Tennyson Holdings, Inc.".

2. Date and Jurisdiction of Incorporation of Converting Corporation. The date on which, and the jurisdiction where, the Converting Corporation was incorporated, which jurisdiction has not changed, are as follows:

Date	Jurisdiction
December 12, 2005	Delaware

3. Name of Converted Limited Liability Company. The name of the Delaware limited liability company to which the Converting Corporation has been converted and the name set forth in the Certificate of Formation of the Company filed in accordance with Section 18-214(b) of the Delaware LLC Act is "Tennyson Holdings, LLC".

4. Effective Time. This Certificate of Conversion shall be effective at 11:50 p.m. on December 31, 2007.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Conversion as of December 27, 2007.

/s/ Rachel A. Seifert

Name: Rachel A. Seifert
Authorized Person

1332523.1

State of Delaware
Secretary of State
Division of Corporations
Delivered 10:19 AM 12/28/2007
FILED 09:53 AM 12/28/2007
SRV 071369572 - 4075793 FILE

CERTIFICATE OF FORMATION

OF

TENNYSON HOLDINGS, LLC

This Certificate of Formation is being filed pursuant to Section 18-214(b) of the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., in connection with the conversion of Tennyson Holdings, Inc., a Delaware corporation, to a Delaware limited liability company.

The undersigned, being duly authorized to execute and file this Certificate of Formation, does hereby certify as follows:

1. Name. The name of the limited liability company is Tennyson Holdings, LLC (the "Company").

2. Registered Office and Registered Agent. The Company's registered office in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, DE (New Castle County) 19808. The registered agent of the Company for service of process at such address is Corporation Service Company.

3. Effective Time. This Certificate of Formation shall become effective at 11:50 p.m. on December 31, 2007.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation as of December 27, 2007.

/s/ Rachel A. Seifert
Name: Rachel A. Seifert
Authorized Person

1332508.1

OPINION OF KIRKLAND & ELLIS LLP

Exhibit 5.1

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, TN 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as legal counsel to CHS/Community Health Systems, Inc., a Delaware corporation (the "Issuer"), Community Health Systems, Inc., a Delaware corporation, ("Parent") and each of the other guarantors listed on Schedule A hereto (collectively, the "Guarantors" and each a "Guarantor" and together with the Issuer, the "Registrants"). This opinion letter is being delivered in connection with the proposed registration by the Issuer of $2,000,000,000 in aggregate principal amount of the Issuer's 8.00% Senior Notes due 2019 (the "Exchange Notes"), to be guaranteed (the "Guarantees") by the Guarantors, pursuant to a Registration Statement on Form S-4 filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Securities Act"), on or about March 21, 2012. Such Registration Statement, as amended or supplemented, is hereinafter referred to as the "Registration Statement." The Exchange Notes are to be issued pursuant to the Indenture dated as of November 22, 2011, as supplemented by the First Supplemental Indenture, dated as of January 31, 2012 (as supplemented, the "Indenture"), in each case, by and among the Issuer, the Guarantors and U.S. Bank National Association, as trustee (the "Trustee"). The Exchange Notes are to be issued in exchange for and in replacement of (i) the Issuer's $1,000,000,000 aggregate principal amount of 8.00% Senior Notes due 2019 issued on November 22, 2011 (the "Existing Notes"), and (ii) the Issuer's $1,000,000,000 aggregate principal amount of 8.00% Senior Notes due 2019 issued on March 21, 2012 as additional notes under the Indenture (the "Add-On Notes" and, together with the Existing Notes, the "Old Notes"), of which collectively $2,000,000,000 in aggregate principal amount is outstanding and is subject to the exchange offer pursuant to the Registration Statement.

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the articles of incorporation, bylaws, operating agreements and partnership agreements of the Issuer and the Guarantors, (ii) resolutions, consents and minutes of the Issuer and the Guarantors with respect to the issuance of the Exchange Notes and the Guarantees, (iii) the Indenture, (iv) the Registration Statement, (v) the Registration Rights Agreement, dated as November 22, 2011, by and among the Issuer, the guarantors party thereto and Credit Suisse Securities (USA) LLC, as representative of the initial purchasers party thereto (the "2011 Registration Rights Agreement"), (vi) the Registration Rights Agreement, dated as March 21, 2012, by and among the Issuer, the guarantors party thereto and Credit Suisse Securities (USA) LLC, as representative of the initial purchasers party thereto (the

"2012 Registration Rights Agreement" and, together with the 2011 Registration Rights Agreement, the "Registration Rights Agreements") and (vii) forms of the Exchange Notes and the Guarantees.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Issuer and the Guarantors, and the due authorization, execution and delivery of all documents by the parties thereto other than the Issuer and the Guarantors. As to any facts material to the opinions expressed herein that we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Issuer and the Guarantors.

Our opinion expressed below is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principals of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and (iii) public policy considerations that may limit the rights of parties to obtain certain remedies.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that when (i) the Registration Statement becomes effective, (ii) the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and (iii) the Exchange Notes and the Guarantees have been duly executed and authenticated in accordance with the provisions of the Indenture and duly delivered to holders of the Old Notes in exchange for the Old Notes and the guarantees related thereto, the Exchange Notes will be validly issued and binding obligations of the Issuer and the Guarantees will be validly issued and binding obligations of the Guarantors.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Our advice on every legal issue addressed in this letter is based exclusively on the internal law of the State of New York and Delaware law and represents our opinion as to how that issue would be resolved were it to be considered by the highest court in the jurisdiction which enacted such law. The manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. None of the opinions or other advice contained in this letter considers or covers any foreign or state securities (or "blue sky") laws or regulations.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion speaks only as of the date hereof and we assume no obligation to revise or supplement this opinion.

We have also assumed that the execution and delivery of the Indenture and the Exchange Notes and the performance by the Issuer and the Guarantors of their obligations thereunder do not and will not violate, conflict with or constitute a default under any agreement or instrument to which any Registrant is bound, except those agreements and instruments that have been identified by the Issuer and the Guarantors as being material to them and that have been filed as exhibits to the Registration Statement.

This opinion is furnished to you in connection with the filing of the Registration Statement and in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act.

Yours very truly,

/s/ Kirkland & Ellis LLP

KIRKLAND & ELLIS LLP

Schedule A

Guarantors	Jurisdiction of Incorporation or Formation
Community Health Systems, Inc.	DE
Abilene Hospital, LLC	DE
Abilene Merger, LLC	DE
Anna Hospital Corporation	IL
Berwick Hospital Company, LLC	DE
Big Bend Hospital Corporation	TX
Big Spring Hospital Corporation	TX
Birmingham Holdings, LLC	DE
Birmingham Holdings II, LLC	DE
Bluefield Holdings, LLC	DE
Bluefield Hospital Company, LLC	DE
Bluffton Health System, LLC	DE
Brownsville Hospital Corporation	TN
Brownwood Hospital, L.P.	DE
Brownwood Medical Center, LLC	DE
Bullhead City Hospital Corporation	AZ
Bullhead City Hospital Investment Corporation	DE
Carlsbad Medical Center, LLC	DE
Centre Hospital Corporation	AL
CHHS Holdings, LLC	DE
CHS Kentucky Holdings, LLC	DE
CHS Pennsylvania Holdings, LLC	DE
CHS Virginia Holdings, LLC	DE
CHS Washington Holdings, LLC	DE
Clarksville Holdings, LLC	DE
Cleveland Hospital Corporation	TN
Cleveland Tennessee Hospital Company, LLC	DE

Guarantors	Jurisdiction of Incorporation or Formation
Clinton Hospital Corporation	PA
Coatesville Hospital Corporation	PA
College Station Hospital, L.P.	DE
College Station Medical Center, LLC	DE
College Station Merger, LLC	DE
Community GP Corp.	DE
Community Health Investment Company, LLC	DE
Community LP Corp.	DE
CP Hospital GP, LLC	DE
CPLP, LLC	DE
Crestwood Hospital, LLC	DE
Crestwood Hospital, LP, LLC	DE
CSMC, LLC	DE
CSRA Holdings, LLC	DE
Deaconess Holdings, LLC	DE
Deaconess Hospital Holdings, LLC	DE
Deming Hospital Corporation	NM
Desert Hospital Holdings, LLC	DE
Detar Hospital, LLC	DE
DHFW Holdings, LLC	DE
DHSC, LLC	DE
Dukes Health System, LLC	DE
Dyersburg Hospital Corporation	TN
Emporia Hospital Corporation	VA
Evanston Hospital Corporation	WY
Fallbrook Hospital Corporation	DE
Foley Hospital Corporation	AL
Forrest City Arkansas Hospital Company, LLC	AR
Forrest City Hospital Corporation	AR
Fort Payne Hospital Corporation	AL
Frankfort Health Partner, Inc.	IN

Guarantors	Jurisdiction of Incorporation or Formation
Franklin Hospital Corporation	VA
Gadsden Regional Medical Center, LLC	DE
Galesburg Hospital Corporation	IL
Granbury Hospital Corporation	TX
Granite City Hospital Corporation	IL
Granite City Illinois Hospital Company, LLC	IL
Greenville Hospital Corporation	AL
GRMC Holdings, LLC	DE
Hallmark Healthcare Company, LLC	DE
Hobbs Medco, LLC	DE
Hospital of Barstow, Inc.	DE
Hospital of Fulton, Inc.	KY
Hospital of Louisa, Inc.	KY
Hospital of Morristown, Inc.	TN
Jackson Hospital Corporation (KY)	KY
Jackson Hospital Corporation (TN)	TN
Jourdanton Hospital Corporation	TX
Kay County Hospital Corporation	OK
Kay County Oklahoma Hospital Company, LLC	OK
Kirksville Hospital Company, LLC	DE
Lakeway Hospital Corporation	TN
Lancaster Hospital Corporation	DE
Las Cruces Medical Center, LLC	DE
Lea Regional Hospital, LLC	DE
Lexington Hospital Corporation	TN
Longview Merger, LLC	DE
LRH, LLC	DE
Lutheran Health Network of Indiana, LLC	DE
Marion Hospital Corporation	IL
Martin Hospital Corporation	TN
Massillon Community Health System LLC	DE

Guarantors	Jurisdiction of Incorporation or Formation
Massillon Health System LLC	DE
Massillon Holdings, LLC	DE
McKenzie Tennessee Hospital Company, LLC	DE
McNairy Hospital Corporation	TN
MCSA, L.L.C.	AR
Medical Center of Brownwood, LLC	DE
Merger Legacy Holdings, LLC	DE
MMC of Nevada, LLC	DE
Moberly Hospital Company, LLC	DE
MWMC Holdings, LLC	DE
Nanticoke Hospital Company, LLC	DE
National Healthcare of Leesville, Inc.	DE
National Healthcare of Mt. Vernon, Inc.	DE
National Healthcare of Newport, Inc.	DE
Navarro Hospital, L.P.	DE
Navarro Regional, LLC	DE
NC-DSH, LLC	NV
Northampton Hospital Company, LLC	DE
Northwest Hospital, LLC	DE
NOV Holdings, LLC	DE
NRH, LLC	DE
Oak Hill Hospital Corporation	WV
Oro Valley Hospital, LLC	DE
Palmer-Wasilla Health System, LLC	DE
Payson Hospital Corporation	AZ
Peckville Hospital Company, LLC	DE
Pennsylvania Hospital Company, LLC	DE
Phillips Hospital Corporation	AR
Phoenixville Hospital Company, LLC	DE
Pottstown Hospital Company, LLC	DE
QHG Georgia Holdings, Inc.	GA

Guarantors	Jurisdiction of Incorporation or Formation
QHG Georgia Holdings II, LLC	DE
QHG Georgia, LP	GA
QHG of Bluffton Company, LLC	DE
QHG of Clinton County, Inc.	IN
QHG of Enterprise, Inc.	AL
QHG of Forrest County, Inc.	MS
QHG of Fort Wayne Company, LLC	DE
QHG of Hattiesburg, Inc.	MS
QHG of Massillon, Inc.	OH
QHG of South Carolina, Inc.	SC
QHG of Spartanburg, Inc.	SC
QHG of Springdale, Inc.	AR
QHG of Warsaw Company, LLC	DE
Quorum Health Resources, LLC	DE
Red Bud Hospital Corporation	IL
Red Bud Illinois Hospital Company, LLC	IL
Regional Hospital of Longview, LLC	DE
River Region Medical Corporation	MS
Roswell Hospital Corporation	NM
Ruston Hospital Corporation	DE
Ruston Louisiana Hospital Company, LLC	DE
SACMC, LLC	DE
Salem Hospital Corporation	NJ
San Angelo Community Medical Center, LLC	DE
San Angelo Medical, LLC	DE
San Miguel Hospital Corporation	NM
Scranton Holdings, LLC	DE
Scranton Hospital Company, LLC	DE
Scranton Quincy Holdings, LLC	DE
Scranton Quincy Hospital Company, LLC	DE
Shelbyville Hospital Corporation	TN

Guarantors	Jurisdiction of Incorporation or Formation
Siloam Springs Arkansas Hospital Company, LLC	DE
Siloam Springs Holdings, LLC	DE
Southern Texas Medical Center, LLC	DE
Spokane Valley Washington Hospital Company, LLC	DE
Spokane Washington Hospital Company, LLC	DE
Tennyson Holdings, LLC	DE
Tomball Texas Holdings, LLC	DE
Tomball Texas Hospital Company, LLC	DE
Tooele Hospital Corporation	UT
Triad Healthcare Corporation	DE
Triad Holdings III, LLC	DE
Triad Holdings IV, LLC	DE
Triad Holdings V, LLC	DE
Triad Nevada Holdings, LLC	DE
Triad of Alabama, LLC	DE
Triad of Oregon, LLC	DE
Triad-ARMC, LLC	DE
Triad-El Dorado, Inc.	AR
Triad-Navarro Regional Hospital Subsidiary, LLC	DE
Tunkhannock Hospital Company, LLC	DE
VHC Medical, LLC	DE
Vicksburg Healthcare, LLC	DE
Victoria Hospital, LLC	DE
Victoria of Texas, L.P.	DE
Virginia Hospital Company, LLC	VA
Warren Ohio Hospital Company, LLC	DE
Warren Ohio Rehab Hospital Company, LLC	DE
Watsonville Hospital Corporation	DE
Waukegan Hospital Corporation	IL
Waukegan Illinois Hospital Company, LLC	IL
Weatherford Hospital Corporation	TX

Guarantors	Jurisdiction of Incorporation or Formation
Weatherford Texas Hospital Company, LLC	TX
Webb Hospital Corporation	DE
Webb Hospital Holdings, LLC	DE
Wesley Health System, LLC	DE
West Grove Hospital Company, LLC	DE
WHMC, LLC	DE
Wilkes-Barre Behavioral Hospital Company, LLC	DE
Wilkes-Barre Holdings, LLC	DE
Wilkes-Barre Hospital Company, LLC	DE
Williamston Hospital Corporation	NC
Women & Children's Hospital, LLC	DE
Woodland Heights Medical Center, LLC	DE
Woodward Health System, LLC	DE
Youngstown Ohio Hospital Company, LLC	DE

Exhibit 5.2

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Re: Offer for All Outstanding 8.000% Senior Notes Due 2019 of CHS/Community Health Systems, Inc. in Exchange for 8.000% Senior Exchange Notes Due 2019 of CHS/Community Health Systems, Inc. – Registration Statement filed on or about March 21, 2012 (the "Registration Statement")

Ladies and Gentlemen:

We have acted as special Alabama counsel to CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"), and the Guarantors (as defined below), each organized and existing under the laws of the State of Alabama, in connection with the public offering of up to $1.0 billion aggregate principal amount of 8.000% Senior Exchange Notes Due 2019 (the "New Notes") of the Company which are to be unconditionally guaranteed on an unsecured senior basis (the "Guarantees") by each of the Company's wholly-owned subsidiaries, including the Alabama entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being collectively referred to herein as the "Guarantors"). The New Notes are to be issued pursuant to an exchange offer (the "Exchange Offer") in exchange for a like principal amount and denomination of the Company's issued and outstanding 8.000% Senior Notes Due 2019 (the "Old Notes"), as contemplated by the Registration Rights Agreement dated as of November 22, 2011 (the "Registration Rights Agreement"), by and among the Company, the Guarantors and the "Initial Purchasers." The New Notes are to be issued by the Company, and the Guarantees are to be made by the Guarantors, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4, filed with the Securities and Exchange Commission on or about March 21, 2012. The Old Notes were issued, and the New Notes will be issued, under an Indenture, dated as of November 22, 2011, by and among the Company, Community Health Systems, Inc., a Delaware corporation, those "Subsidiary Guarantors" that from time to time become parties to the Indenture and U.S. Bank National Association, as trustee (the "Indenture").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933, as amended (the "Securities Act").

In connection with this opinion, we have (i) investigated such questions of law, and (ii) examined originals or certified, conformed or reproduction copies of the agreements, instruments, documents, and records of the Guarantors and such certificates of public officials and such other documents as are listed on Schedule II attached hereto. We have reviewed no other documents in connection with the preparation or issuance of this opinion.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, facsimile, conformed or photostatic copies and the authenticity of the originals of such latter documents. In addition, we have assumed that none of the Guarantors is insolvent or shall be rendered insolvent as a result of providing the Guarantees pursuant to the Indenture.

As to any facts material to the opinion expressed herein which have not been independently established or verified, we have relied upon the oral or written statements and representations of officers and other representatives of the Company, the Guarantors and others.

Members of this firm are admitted to the Bar in the State of Alabama, and we do not express any opinion as to the laws of any other jurisdiction, including federal law.

Based upon and subject to the foregoing and the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

1. Based solely on the respective Alabama Certificates of Existence for such entities described on Schedule II, each Guarantor is validly existing under the laws of the State of Alabama.

2. Each Guarantor has the requisite corporate power and authority to execute and deliver and to perform its obligations under the Indenture.

3. Each Guarantor has taken all necessary corporate action to duly authorize the execution, delivery and performance of the Indenture.

We express no opinion as to whether the execution and delivery by the Company of the Indenture and the New Notes and the execution and the delivery by each Guarantor of the Indenture and the Guarantee to which it is a party, and the performance by the Company and each of the Guarantors of their respective obligations thereunder violate, conflict with or constitute a default under or will violate, conflict with or constitute a default under any agreement or instrument of which the Company or any Guarantor or its properties is subject. We express no opinion as to the enforceability of the Guarantees or the Indenture.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement, and to the reference to this firm in the prospectus contained in the Registration Statement under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by Alabama law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

Very truly yours,

/s/ Bradley Arant Boult Cummings LLP

BRADLEY ARANT BOULT CUMMINGS LLP

Schedule I

Guarantors

1. Centre Hospital Corporation, a Alabama corporation
2. Foley Hospital Corporation, a Alabama corporation
3. Fort Payne Hospital Corporation, a Alabama corporation
4. Greenville Hospital Corporation, a Alabama corporation
5. QHG of Enterprise, Inc., a Alabama corporation

Schedule II

1. Certificates of Existence for the following entities issued by the Alabama Secretary of State on the respective dates listed below:

Centre Hospital Corporation	March 15, 2012
Foley Hospital Corporation	March 15, 2012
Fort Payne Hospital Corporation	March 15, 2012
Greenville Hospital Corporation	March 15, 2012
QHG of Enterprise, Inc.	March 15, 2012

2. Charters and applicable amendment documents for the following entities provided by the Company through access to its intranet site:

   Centre Hospital Corporation
   Foley Hospital Corporation
   Fort Payne Hospital Corporation
   Greenville Hospital Corporation
   QHG of Enterprise, Inc.

3. Bylaws for the following entities provided by the Company through access to its intranet site:

   Centre Hospital Corporation
   Foley Hospital Corporation
   Fort Payne Hospital Corporation
   Greenville Hospital Corporation
   QHG of Enterprise, Inc.

4. Resolutions for each of the Guarantors adopted by the Board of Directors of each of the Guarantors.

5. The Registration Statement

Exhibit 5.3

KUTAK ROCK LLP

SUITE 400
THE BREWER BUILDING
234 EAST MILLSAP ROAD

FAYETTEVILLE, ARKANSAS 72703-4099

479-973-4200
FACSIMILE 479-973-0007

www.kutakrock.com

March 21, 2012

TAMERON C. BISHOP
tameron.bishop@kutakrock.com
(479) 973-4200

CHS/Community Health Services, Inc.
400 Meridian Blvd.
Franklin, TN 37067

Re: Arkansas Guarantors- 8.000% Senior Notes Due 2019
issued by CHS/Community Health Systems, Inc. pursuant
to the Indenture dated November 22, 2011

Ladies and Gentlemen:

We have acted as special Arkansas counsel to (i) Forrest City Arkansas Hospital Company, LLC, an Arkansas limited liability company, (ii) Forrest City Hospital Corporation, an Arkansas corporation, (iii) MCSA, L.L.C., an Arkansas limited liability company, (iv) Phillips Hospital Corporation, an Arkansas corporation, (v) QHG of Springdale, Inc., an Arkansas corporation, and (vi) Triad-El Dorado, Inc., an Arkansas corporation (collectively, the "Arkansas Guarantors", and individually, each an "Arkansas Guarantor") in connection with the Arkansas Guarantors' proposed guarantees, along with other guarantors under the Indenture, of up to $2,000,000,000 of 8.000% Senior Notes Due 2019 (the "Exchange Securities") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Company")(such guarantees, the "Exchange Guarantees"). The Exchange Securities are to be registered under the Securities Act of 1933, as amended (the "Securities Act"), in exchange for a like principal amount of the Company's outstanding $2,000,000,000 of 8.000% Senior Notes Due 2019 (the "Initial Securities") which have not been, and will not be, so registered. In connection with the transaction, the Company and the Guarantors have prepared a registration statement on Form S-4 to be filed with the Securities and Exchange Commission on or about March 21, 2012 (the "Registration Statement") for the purpose of registering the Exchange Notes and the Exchange Guarantees under the Securities Act.

The Initial Securities have been, and the Exchange Securities will be, issued pursuant to that certain Indenture dated as of November 22, 2011 (the "Indenture"), between the Company, its parent corporation, Community Health Systems, Inc., a Delaware corporation, those Subsidiary Guarantors (as defined therein) parties to the Indenture and U.S. Bank National Association, as trustee.

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings set forth in the Indenture. With your permission, all factual assumptions and factual

statements of reliance herein have been made without any independent investigation or verification on our part except to the extent otherwise expressly stated, and we express no opinion with respect to the subject matter or accuracy of such assumptions or items relied upon.

In connection with this opinion, we have examined the following:

(a) the Registration Statement;

(b) the prospectus contained in the Registration Statement (the "Prospectus")

(c) the Indenture;

(d) the Exchange Securities in the form included in the Indenture as Exhibit A;

(e) the terms of the Exchange Guarantees as contained in Article 10 of the Indenture; and

(f) the organizational documents and instruments of the Arkansas Guarantors described on Exhibit A hereto (the "Organizational Documents")

In providing the opinions herein, we have made the following assumptions, which we have not independently verified or established and on which we express no opinion:

(a) We have assumed the legal capacity of all natural persons executing documents, the genuineness of all signatures on original or certified, conformed or reproduction copies of documents of all parties, the authenticity and completeness of original and certified documents and the conformity to original or certified documents of all copies submitted to us as conformed or reproduction copies. Specifically, we have assumed that the Organizational Documents, which were provided to us by the Company, were, to the extent applicable, properly executed by persons having legal capacity and, if signing on behalf of an entity, being duly authorized and not acting under fraud or duress, and that such copies represent true and complete copies of each such document and all amendments, additions, or modifications thereto. As to various questions of fact relevant to the opinions expressed herein, we have relied upon, and assume the accuracy of, certificates and oral or written statements and other information of or from public officials and others, and assume compliance on the part of all parties to the Indenture with their covenants and agreements contained therein.

(b) We have assumed no fraud, bad faith, duress or mutual mistake of fact exists with relation to the execution, acknowledgement, delivery, recordation, or filing of any of the Organizational Documents, Indenture or any documents or instruments related thereto.

(c) To the extent it may be relevant to the opinions expressed herein, we have assumed that the parties to the Indenture, other than the Arkansas Guarantors, have the requisite

organizational power and authority to enter into and perform such documents and that such documents have been duly authorized, executed and delivered by, and constitute legal, valid and binding obligations of, such other parties.

(d) That there are no written or oral terms and conditions agreed to by and between the parties to the Indenture or any documents related thereto, and no course of prior dealings between the parties that could vary or be deemed to vary the truth, completeness, correctness or validity of the Indenture in any material manner or which would have an effect on the opinions rendered herein.

Based upon the foregoing and subject to the following it is our opinion that:

1. Based solely on the Organizational Documents, each Arkansas Guarantor is validly existing under the laws of Arkansas.

2. Each Arkansas Guarantor has the requisite corporate or limited liability company, as applicable, power and authority to execute and deliver the Indenture and to guarantee the "Guaranteed Obligations" (as defined in Section 10.01 of the Indenture).

3. Each Arkansas Guarantor has taken all necessary corporate or limited liability company action, as applicable, to duly authorize the execution and delivery of the Indenture and to guarantee the Guaranteed Obligations.

The opinions set forth above are subject to the following qualifications and limitations:

(a) We express no opinion as to the enforceability of the Indenture in accordance with its terms except to opine as to the authority of the Arkansas Guarantors to enter into such document and agreements related thereto, as specifically provided herein.

(b) We express no opinion regarding the application of federal or state securities laws to the transactions contemplated in the Indenture;

(c) We express no opinion regarding the effect of fraudulent conveyance, fraudulent transfer and other similar laws relating to or affecting the rights of creditors.

Our opinions are limited to the laws of the State of Arkansas, and we do not express any opinion concerning any other law or governmental authority.

These opinions are given as of the date hereof, they are intended to apply only to those facts and circumstances that exist as of the date hereof, and we assume no obligation to supplement this opinion if any applicable laws change after the date hereof or if we become aware of any facts that might change the opinions expressed herein after the date hereof. These opinions are limited to the matters set forth herein, and no opinion may be inferred or is implied beyond the matters expressly contained herein.

We hereby consent to the filing of this opinion as Exhibit 5.3 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by Arkansas law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

The opinions expressed herein are solely for the benefit of Kirkland & Ellis LLP and may not be relied on in any manner or for any purpose by any other person or entity.

Sincerely,

/s/ Tameron C. Bishop
Tameron C. Bishop

EXHIBIT A

TO

OPINION OF ARKANSAS COUNSEL

Organizational Documents

1. Forrest City Arkansas Hospital Company, LLC, an Arkansas limited liability company
   - A. Articles of Organization, filed with the Arkansas Secretary of State January 31, 2006 and certified by the Arkansas Secretary of State as of October 27, 2011;
   - B. Operating Agreement dated January 31, 2006;
   - C. First Amendment to Operating Agreement dated April 19, 2006;
   - D. Resolutions of the Sole Member dated March 2, 2012; and
   - E. Good Standing Certificate issued by the Arkansas Secretary of State January 25, 2012
2. Forrest City Hospital Corporation, an Arkansas corporation
   - A. Articles of Incorporation, filed with the Arkansas Secretary of State January 31, 2006 and certified by the Arkansas Secretary of State as of October 27, 2011;
   - B. Bylaws dated January 31, 2006;
   - C. Resolutions of the Board of Directors dated March 2, 2012; and
   - D. Good Standing Certificate issued by the Arkansas Secretary of State January 25, 2012
3. MCSA, L.L.C., an Arkansas limited liability company
   - A. Articles of Organization, dated as of February 23, 1996 and certified by the Arkansas Secretary of State as of October 27, 2011;
   - B. Third Amended And Restated Limited Liability Company Agreement dated April 1, 2009;
   - C. Resolutions of the Board of Directors dated March 2, 2012; and
   - D. Good Standing Certificate issued by the Arkansas Secretary of State January 25, 2012
4. Phillips Hospital Corporation, an Arkansas corporation
   - A. Articles of Incorporation, dated January 23, 2002 and certified by the Arkansas Secretary of State as of October 27, 2011;
   - B. Bylaws dated January 31, 2006;
   - C. Resolutions of the Board of Directors dated March 2, 2012; and
   - D. Good Standing Certificate issued by the Arkansas Secretary of State January 25, 2012
5. QHG of Springdale, Inc., an Arkansas corporation
   - A. Articles of Incorporation, dated October 1, 1998 and certified by the Arkansas Secretary of State as of October 27, 2011;

B. Undated Bylaws consisting of thirteen pages and delivered by the Company via email on March 14, 2012;

C. Resolutions of the Board of Directors dated March 2, 2012; and

D. Good Standing Certificate issued by the Arkansas Secretary of State January 25, 2012

6. Triad-El Dorado, Inc., an Arkansas corporation

A. Articles of Incorporation, dated January 25, 1996, as amended May 7, 1999, and certified by the Arkansas Secretary of State as of October 27, 2011;

B. Bylaws dated November 30, 1999;

C. Resolutions of the Board of Directors dated March 2, 2012; and

D. Good Standing Certificate issued by the Arkansas Secretary of State January 25, 2012

Exhibit 5.4

(602) 256-4481
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jrichardson@gblaw.com

March 21, 2012

CHS/COMMUNITY HEALTH SYSTEMS – ARIZONA OPINION LETTER

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Re: Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special Arizona counsel to Bullhead City Hospital Corporation and Payson Hospital Corporation, each an Arizona corporation (the "Arizona Guarantors" and each an "Arizona Guarantor"), in connection with (i) the proposed issuance by CHS/Community Health Systems, Inc., a Delaware corporation (the "Issuer") of $2,000,000,000 of 8.000% Senior Notes Due 2019 (the "Exchange Securities") which are to be registered under the Securities Act of 1933, as amended (the "Securities Act"), in exchange for a like principal amount of the Issuer's outstanding $2,000,000,000 of 8.000% Senior Notes Due 2019 (the "Initial Securities") which have not been, and will not be, so registered, (ii) the guaranties of the Exchange Securities by the Arizona Guarantors and (iii) the preparation of the Registration Statement on Form S-4 filed by the Issuer and the Subsidiary Guarantors with the Securities and Exchange Commission on or about March 21, 2012 (the "Registration Statement") for the purpose of registering the Exchange Securities and the Guaranties (hereafter defined) under the Securities Act.

The Initial Securities have been, and the Exchange Securities will be, issued pursuant to that certain Indenture dated as of November 22, 2011 (the "Indenture"), between the Issuer, Community Health Systems, Inc., a Delaware corporation (the "Parent"), those Subsidiaries who become party to the Indenture as "Guarantors," including the Arizona Guarantors (the "Subsidiary Guarantors"), and U.S. Bank National Association, as trustee. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture.

We have also examined and relied upon the accuracy of originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or advisable for the purposes of this opinion, including (i) the articles of incorporation and the bylaws of the Arizona Guarantors; (ii) resolutions of the boards of directors of the Arizona Guarantors with respect to the issuance of the Exchange Securities and the Guaranties; (iii) a good standing certificate with respect to each of the Arizona Guarantors issued by the Corporation Commission of the State of Arizona, copies of which are attached hereto as Exhibits "A" and "B" (the "Good Standing Certificates"); (iv) the Registration Statement and the prospectus contained in the Registration Statement (the "Prospectus"); and (v) the Indenture. Article 10 of the Indenture, which sets forth the terms upon which the Subsidiary Guarantors shall guarantee payment and performance of the Exchange Securities, as adopted by the Arizona Guarantors, shall be referred to herein as the "Guaranties." We have not reviewed, and express no opinion as to, any instrument or agreement referred to or incorporated by reference in the Indenture.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the legal capacity of natural persons, the authority of such persons signing on behalf of the parties thereto other than the Arizona Guarantors, and the due authorization, execution and delivery, pursuant to proper power and authority, of all documents by the parties thereto other than the Arizona Guarantors. We have also assumed that each agreement referred to in this letter has been duly authorized, executed and delivered by, and is a legal, valid, binding and enforceable obligation of, each party thereto other than the Arizona Guarantors.

Additionally, we have, with your consent, assumed and relied upon the following without undertaking any independent investigation or inquiry:

(a) with respect to the factual matters set forth herein, the accuracy and completeness of all certificates and other statements, documents, records, financial statements and papers reviewed by us, including without limitation, certificates of public officials and statements and representations of officers and other representatives of the Issuer and the Arizona Guarantors;

(b) that each of the Issuer, the Parent and the Subsidiary Guarantors other than the Arizona Guarantors is duly organized, validly existing and in good standing under the laws of all jurisdictions where each is conducting its business or otherwise required to be so qualified to do business;

(c) that the execution and delivery of the Indenture and the Exchange Securities, and the performance by the Issuer and the Arizona Guarantors of their respective obligations thereunder, do not and will not violate, conflict with or constitute a default under any agreement or instrument to which any such Person is a party or by which any such Person is bound; and

(d) the absence of duress, fraud or mutual mistake of material facts on the part of the parties to the agreements referenced herein.

The opinion set forth in Paragraph 1 below as to the existence of each of the Arizona Guarantors is based solely on our review of the Good Standing Certificates. We assume that the information set forth on the Good Standing Certificates was true as of the date issued, and remains true as of the date hereof.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that:

1. Each Arizona Guarantor is validly existing under the laws of the State of Arizona.

2. Each Arizona Guarantor has the requisite corporate power and corporate authority to execute and deliver, and to perform its obligations under, the Indenture.

3. Each Arizona Guarantor has taken all necessary corporate action to duly authorize the execution, delivery and performance of the Indenture.

We express no opinion as to compliance with or the effect of any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar laws, including general principals of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), to the extent the same may be applied to the delivery or performance of the Guaranties by the Arizona Guarantors.

Our advice on every legal issue addressed in this letter is based exclusively on the internal law of the State of Arizona, as in effect on the date hereof. The manner in which any particular issue relating to the opinions would be treated in any actual proceeding would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. None of the opinions or other advice contained in this letter considers or covers any foreign or state securities (or “blue sky”) laws or regulations.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion speaks only as of the date hereof, and we assume no obligation to revise or supplement this opinion.

We hereby consent to the filing of this opinion as Exhibit 5.4 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus under the caption

"Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder. Kirkland & Ellis LLP, legal counsel to the Issuer and each of the Arizona Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by Arizona law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

This opinion is furnished to you in connection with the filing of the Registration Statement and in accordance with the requirements of Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act.

Very truly yours,

GAMMAGE & BURNHAM

By /s/ Kevin R. Merritt
Kevin R. Merritt

By /s/ Joseph P. Richardson
Joseph P. Richardson

KRM/krm

Exhibit 5.5

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Atlanta, Georgia 30309
www.kslaw.com

King & Spalding LLP
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Direct Fax: 404/572-5132
www.kslaw.com

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Blvd.
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as special Georgia counsel to (a) QHG Georgia Holdings, Inc., a Georgia corporation and (b) QHG Georgia, LP, a Georgia limited partnership (collectively, the "Georgia Subsidiary Guarantors"), in connection with (i) the proposed issuance by CHS/Community Health Systems, Inc., a Delaware corporation ("CHS") of $2,000,000,000 of 8.000% Senior Notes Due 2019 (the "Exchange Securities") which are to be registered under the Securities Act of 1933, as amended (the "Securities Act"), in exchange for a like principal amount of CHS's outstanding $2,000,000,000 of 8.000% Senior Notes Due 2019 (the "Initial Securities"), which have not been, and will not be, so registered, (ii) the guarantees of the Exchange Securities (the "Exchange Guarantees") by Community Health Systems, Inc., a Delaware corporation (the "Parent") and each subsidiary of CHS (the "Subsidiary Guarantors") that executed the Indenture (the "Guarantors"), and (iii) the preparation of the Registration Statement on Form S-4 filed by CHS and the Guarantors with the Securities and Exchange Commission on or about March 21, 2012 (the "Registration Statement"), for the purpose of registering the Exchange Securities and the Exchange Guarantees under the Securities Act.

The Initial Securities have been, and the Exchange Securities will be, issued pursuant to that certain Indenture dated as of November 22, 2011 between CHS, the Parent, those Subsidiary Guarantors parties to the Indenture (including the Georgia Subsidiary Guarantors) and the U.S. National Bank Association, as trustee. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

(a) the Indenture.

(b) the Exchange Securities in the form included in the Indenture.

(c) the terms of the Exchange Guarantees as contained in Article 10 of the Indenture.

We have examined and relied upon the accuracy of original, certified, conformed or photographic copies of such documents, records, agreements and certificates as we have considered relevant hereto. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to such original documents of all copies submitted to us as certified, conformed or photographic copies, and, as to certificates of public officials, we have assumed the same to have been properly given and to be accurate. We have also assumed that each agreement referred to in this letter has been duly authorized, executed and delivered by, and is a legal, valid, binding and enforceable obligation of, each party thereto other than the Georgia Subsidiary Guarantors. We have also relied, as to various matters relating to this opinion, on certificates of public officials and officers of the Georgia Subsidiary Guarantors. We deliver our opinion in reliance upon the certificate of the Secretary of each of the Georgia Subsidiary Guarantors dated March 21, 2012 and delivered to our firm.

Additionally, we have, with your consent, assumed and relied upon the following without undertaking any independent investigation or inquiry:

(a) with respect to the factual matters set forth herein, the accuracy and completeness of all certificates and other statements, documents, records, financial statements and papers reviewed by us;

(b) Each of CHS, the Parent and the Subsidiary Guarantors other than the Georgia Subsidiary Guarantors is duly organized, validly existing and in good standing under the laws of all jurisdictions where each is conducting its business or otherwise required to be so qualified to do business and has full power and authority to execute, deliver and perform under the agreements referenced herein, and all such documents have been duly and validly authorized, executed and delivered by CHS, the Parent and the Subsidiary Guarantors other than the Georgia Subsidiary Guarantors; and

(c) the absence of duress, fraud or mutual mistake of material facts on the part of parties to the agreements referenced herein.

In respect to representations, statements and certificates referred to above, we have not undertaken to verify independently the representations, statements and certifications made; provided, however, that we are not aware of any facts or circumstances affecting the accuracy of such representations, statements or certifications. The opinion set forth in paragraph 1 below as to the existence of each of the Georgia Subsidiary Guarantors is based solely on a review of the certificates of public officials delivered to you this date.

This opinion is limited in all respects to the federal laws of the United States of America and the laws of the State of Georgia, and no opinion is expressed with respect to the laws of any other jurisdiction or any effect which such laws may have on the opinions expressed herein. Insofar as the Indenture invokes the laws of any state or jurisdiction other than Georgia as applicable to the construction, validity, binding effect or enforceability of the Indenture, we have assumed, with your consent, that the laws of such state or jurisdiction do not differ from Georgia law with respect to such matters. No opinion is expressed with respect to the enforceability of any choice of law provision. Subject to the qualifications and limitations expressed herein, in our opinion:

1. QHG Georgia Holdings, Inc. is a corporation validly existing under the laws of State of Georgia. QHG Georgia, LP is a limited partnership validly existing under the laws of the State of Georgia.

2. QHG Georgia Holdings, Inc. has all requisite corporate power and authority to execute and deliver and to perform its obligations under the Indenture. QHG Georgia, LP has all requisite limited partnership power and authority to execute and deliver and to perform its obligations under the Indenture.

3. Each Georgia Subsidiary Guarantor has taken all necessary corporate or partnership action to duly authorize the execution, delivery and performance of the Indenture.

This opinion has been furnished to you pursuant to the Indenture. We hereby consent to the filing of this opinion as Exhibit 5.5 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the prospectus contained in the Registration Statement under the caption “Legal Matters.” In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by Georgia law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

* * * * *

This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters expressly so stated. We assume no obligation to advise you of any future changes in the facts or law relating to the matters covered by this opinion.

Very truly yours,

/s/ King & Spalding LLP
King & Spalding LLP

Exhibit 5.6

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Re: Guaranty by the "Guarantors" (defined below) of 8% Senior Notes due 2019

Ladies and Gentlemen:

We have acted as special counsel in the State of Indiana, the Commonwealth of Kentucky and the State of Ohio (the "States") for Frankfort Health Partners, Inc., an Indiana corporation, QHG of Forrest County, Inc., an Indiana corporation, Hospital of Fulton, Inc., a Kentucky corporation, Hospital of Louisa, Inc., a Kentucky corporation, Jackson Hospital Corporation, a Kentucky corporation and QHG of Massillon, Inc., an Ohio corporation (collectively, "Guarantors" and individually, a "Guarantor"), in connection with the Guarantors' proposed guarantees (the "Guarantees"), along with the other guarantors under the Indenture (as defined below), of up to $2,000,000,000 in aggregate principal amount of 8% Senior Notes due 2019 (the "Exchange Notes") of CHS/Community Health Systems, Inc., a Delaware corporation ("Company"). The Exchange Notes are to be issued by Company, and the Guarantees are to be made by Guarantors, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission on or about March 21, 2012. The Exchange Notes and the Guarantees will be issued pursuant to an Indenture dated as of November 22, 2011 among Company, Guarantors, the additional guarantors named therein and U.S. Bank National Association, as trustee (the "Indenture"). The obligations of the Company under the Exchange Notes will be guaranteed by Guarantors, along with the other guarantors, pursuant to guarantee provisions in the Indenture. This opinion letter is being furnished in accordance with the requirements of Item 21 of Form S-4 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act of 1933, as amended.

In rendering the opinions expressed below, we have examined the Registration Statement, the prospectus contained in the Registration Statement (the "Prospectus") and original, or copies of certified or otherwise authenticated to our satisfaction, of the Indenture. We have also examined the originals, or duplicates or certified or conformed copies, of such records, agreements, instruments and other documents and have made such other investigations as we have deemed relevant and necessary in connection with the opinions expressed herein including certification of existence for each of the Guarantors and their organizational documents as filed with the respective Secretaries of State and documents presented to us as their respective bylaws.

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Based on the foregoing, we are of the opinion that, subject to the assumptions, qualifications and limitations set forth herein:

1. Each Guarantor is a corporation, validly existing under the laws of its jurisdiction of incorporation indicated above.

2. Each Guarantor has the corporate power to execute and deliver and to perform its respective obligations under the Indenture.

3. Each Guarantor has taken all necessary corporate action to duly authorize the execution, delivery and performance of the Indenture.

In rendering the opinion set forth above, we have further assumed, without independent investigation, the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies, the authenticity of the originals of such latter documents, that persons purporting to act on behalf of any Guarantor occupy the position which they purport to occupy and that facts recited in any of such documents are true and correct. In our review and in preparing and rendering this opinion, we have found no reason to believe that any of such stated facts upon which we have relied in rendering this opinion are not correct.

Our opinions above are subject to (i) the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditor's rights generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law), (iii) the exercise of judicial discretion in accordance with principles of equity and (v) an implied covenant of good faith and fair dealing.

We are members of the respective Bar of each of the States, and we do not express any opinion herein concerning any law other than the law of the States.

This opinion is rendered as of the date of this letter, and we express no opinion as to circumstances or events which may occur subsequent to such date. This opinion is rendered to you in connection with the transactions described above. This opinion letter may not be relied upon by you for any other purpose, or relied upon by, or furnished to, any other person, firm or corporation without our prior written consent; provided, however, we hereby consent to the filing of this opinion as Exhibit 5.6 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus

under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by the law of the States for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

Very truly yours,

/s/ Bingham Greenebaum Doll LLP
BINGHAM GREENEBAUM DOLL LLP

Exhibit 5.7

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Re: Offer for All Outstanding 8.000% Senior Notes Due 2019 of CHS/Community Health Systems, Inc. in Exchange for 8.000% Senior Exchange Notes Due 2019 of CHS/Community Health Systems, Inc. – Registration Statement filed on or about March 21, 2012 (the "Registration Statement")

Ladies and Gentlemen:

We have acted as special Mississippi counsel to CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"), and the Guarantors (as defined below), each organized and existing under the laws of the State of Mississippi, in connection with the public offering of up to $1.0 billion aggregate principal amount of 8.000% Senior Exchange Notes Due 2019 (the "New Notes") of the Company which are to be unconditionally guaranteed on an unsecured senior basis (the "Guarantees") by each of the Company's wholly-owned subsidiaries, including the Mississippi entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being collectively referred to herein as the "Guarantors"). The New Notes are to be issued pursuant to an exchange offer (the "Exchange Offer") in exchange for a like principal amount and denomination of the Company's issued and outstanding 8.000% Senior Notes Due 2019 (the "Old Notes"), as contemplated by the Registration Rights Agreement dated as of November 22, 2011 (the "Registration Rights Agreement"), by and among the Company, the Guarantors and the "Initial Purchasers." The New Notes are to be issued by the Company, and the Guarantees are to be made by the Guarantors, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4, filed with the Securities and Exchange Commission on or about March 21, 2012. The Old Notes were issued, and the New Notes will be issued, under an Indenture, dated as of November 22, 2011, by and among the Company, Community Health Systems, Inc., a Delaware corporation, those "Subsidiary Guarantors" that from time to time become parties to the Indenture and U.S. Bank National Association, as trustee (the "Indenture").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933, as amended (the "Securities Act").

In connection with this opinion, we have (i) investigated such questions of law, and (ii) examined originals or certified, conformed or reproduction copies of the agreements, instruments, documents, and records of the Guarantors and such certificates of public officials and such other documents as are listed on Schedule II attached hereto. We have reviewed no other documents in connection with the preparation or issuance of this opinion.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, facsimile, conformed or photostatic copies and the authenticity of the originals of such latter documents. In addition, we have assumed that none of the Guarantors is insolvent or shall be rendered insolvent as a result of providing the Guarantees pursuant to the Indenture.

As to any facts material to the opinion expressed herein which have not been independently established or verified, we have relied upon the oral or written statements and representations of officers and other representatives of the Company, the Guarantors and others.

Members of this firm are admitted to the Bar in the State of Mississippi, and we do not express any opinion as to the laws of any other jurisdiction, including federal law.

Based upon and subject to the foregoing and the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

1. Based solely on the respective Mississippi Certificates of Existence for such entities described on Schedule II, each Guarantor is validly existing under the laws of the State of Mississippi.

2. Each Guarantor has the requisite corporate power and authority to execute and deliver and to perform its obligations under the Indenture.

3. Each Guarantor has taken all necessary corporate action to duly authorize the execution, delivery and performance of the Indenture.

We express no opinion as to whether the execution and delivery by the Company of the Indenture and the New Notes and the execution and the delivery by each Guarantor of the Indenture and the Guarantee to which it is a party, and the performance by the Company and each of the Guarantors of their respective obligations thereunder violate, conflict with or constitute a default under or will violate, conflict with or constitute a default under any agreement or instrument of which the Company or any Guarantor or its properties is subject. We express no opinion as to the enforceability of the Guarantees or the Indenture.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement, and to the reference to this firm in the prospectus contained in the Registration Statement under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by Mississippi law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

Very truly yours,

/s/ Bradley Arant Boult Cummings LLP

BRADLEY ARANT BOULT CUMMINGS LLP

Schedule I

Guarantors

1. QHG of Forrest County, Inc., a Mississippi corporation
2. QHG of Hattiesburg, Inc., a Mississippi corporation
3. River Region Medical Corporation, a Mississippi corporation

Schedule II

1. Certificates of Existence for the following entities issued by the Mississippi Secretary of State on the respective dates listed below:

QHG of Forrest County, Inc.	March 15, 2012
QHG of Hattiesburg, Inc.	March 20, 2012
River Region Medical Corporation	March 15, 2012

2. Charters and applicable amendment documents for the following entities provided by the Company through access to its intranet site:

   QHG of Forrest County, Inc.
   QHG of Hattiesburg, Inc.
   River Region Medical Corporation

3. Bylaws for the following entities provided by the Company through access to its intranet site:

   QHG of Forrest County, Inc.
   QHG of Hattiesburg, Inc.
   River Region Medical Corporation

4. Resolutions for each of the Guarantors adopted by the Board of Directors of each of the Guarantors.

5. The Registration Statement

Exhibit 5.8

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Re: Offer for All Outstanding 8.000% Senior Notes Due 2019 of CHS/Community Health Systems, Inc. in Exchange for 8.000% Senior Exchange Notes Due 2019 of CHS/Community Health Systems, Inc. – Registration Statement filed on or about March 21, 2012 (the "Registration Statement")

Ladies and Gentlemen:

We have acted as special North Carolina counsel to CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"), and the Guarantors (as defined below), each organized and existing under the laws of the State of North Carolina, in connection with the public offering of up to $1.0 billion aggregate principal amount of 8.000% Senior Exchange Notes Due 2019 (the "New Notes") of the Company which are to be unconditionally guaranteed on an unsecured senior basis (the "Guarantees") by each of the Company's wholly-owned subsidiaries, including the North Carolina entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being collectively referred to herein as the "Guarantors"). The New Notes are to be issued pursuant to an exchange offer (the "Exchange Offer") in exchange for a like principal amount and denomination of the Company's issued and outstanding 8.000% Senior Notes Due 2019 (the "Old Notes"), as contemplated by the Registration Rights Agreement dated as of November 22, 2011 (the "Registration Rights Agreement"), by and among the Company, the Guarantors and the "Initial Purchasers." The New Notes are to be issued by the Company, and the Guarantees are to be made by the Guarantors, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4, filed with the Securities and Exchange Commission on or about March 21, 2012. The Old Notes were issued, and the New Notes will be issued, under an Indenture, dated as of November 22, 2011, by and among the Company, Community Health Systems, Inc., a Delaware corporation, those "Subsidiary Guarantors" that from time to time become parties to the Indenture and U.S. Bank National Association, as trustee (the "Indenture").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933, as amended (the "Securities Act").

In connection with this opinion, we have (i) investigated such questions of law, and (ii) examined originals or certified, conformed or reproduction copies of the agreements, instruments, documents, and records of the Guarantors and such certificates of public officials and such other documents as are listed on Schedule II attached hereto. We have reviewed no other documents in connection with the preparation or issuance of this opinion.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, facsimile, conformed or photostatic copies and the authenticity of the originals of such latter documents. In addition, we have assumed that none of the Guarantors is insolvent or shall be rendered insolvent as a result of providing the Guarantees pursuant to the Indenture.

As to any facts material to the opinion expressed herein which have not been independently established or verified, we have relied upon the oral or written statements and representations of officers and other representatives of the Company, the Guarantors and others.

Members of this firm are admitted to the Bar in the State of North Carolina, and we do not express any opinion as to the laws of any other jurisdiction, including federal law.

Based upon and subject to the foregoing and the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

1. Based solely on the respective North Carolina Certificates of Existence for such entities described on Schedule II, each Guarantor is validly existing under the laws of the State of North Carolina.

2. Each Guarantor has the requisite corporate power and authority to execute and deliver and to perform its obligations under the Indenture.

3. Each Guarantor has taken all necessary corporate action to duly authorize the execution, delivery and performance of the Indenture.

We express no opinion as to whether the execution and delivery by the Company of the Indenture and the New Notes and the execution and the delivery by each Guarantor of the Indenture and the Guarantee to which it is a party, and the performance by the Company and each of the Guarantors of their respective obligations thereunder violate, conflict with or constitute a default under or will violate, conflict with or constitute a default under any agreement or instrument of which the Company or any Guarantor or its properties is subject. We express no opinion as to the enforceability of the Guarantees or the Indenture.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement, and to the reference to this firm in the prospectus contained in the Registration Statement under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by North Carolina law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

Very truly yours,

/s/ Bradley Arant Boult Cummings LLP

BRADLEY ARANT BOULT CUMMINGS LLP

Schedule I

Guarantors

1. Williamston Hospital Corporation, a North Carolina corporation

Schedule II

1. Certificates of Existence for the following entities issued by the North Carolina Secretary of State on the respective dates listed below:

   Williamston Hospital Corporation — March 15, 2012

2. Charters and applicable amendment documents for the following entities provided by the Company through access to its intranet site:

   Williamston Hospital Corporation

3. Bylaws for the following entities provided by the Company through access to its intranet site:

   Williamston Hospital Corporation

4. Resolutions for each of the Guarantors adopted by the Board of Directors of each of the Guarantors.

5. The Registration Statement

Exhibit 5.9

Ballard Spahr LLP

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March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Blvd.
Franklin, Tennessee 37067

Re: Offer for All Outstanding 8.000% Senior Notes Due 2019 of CHS/Community Health Systems, Inc. in Exchange for 8.000% Senior Exchange Notes Due 2019 of CHS/Community Health Systems, Inc.

Ladies and Gentlemen:

We have acted as local counsel in the State of New Jersey (the "State") to Salem Hospital Corporation, a New Jersey corporation ("NJ Guarantor") in connection with NJ Guarantor's proposed guaranty (the "Guaranty"), along with the other guarantors under the Indenture (as defined below), of up to $2,000,000,000 in aggregate principal amount of 8% Senior Notes due 2019 (the "Exchange Notes") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"). The Exchange Notes are to be issued by the Company, and the Guaranty is to be made by NJ Guarantor, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission on or about March 21, 2012. The Exchange Notes and the Guaranty will be issued pursuant to an Indenture dated as of November 22, 2011 among the Company, NJ Guarantor, the additional guarantors named therein and U.S. Bank National Association, as Trustee (the "Indenture"). The obligations of the Company under the Exchange Notes will be guaranteed by NJ Guarantor, along with the other guarantors, pursuant to guarantee provisions in the Indenture. This opinion letter is being furnished in accordance with the requirements of Item 21 of Form S-4 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act of 1933, as amended.

In connection with this opinion, we have examined a copy of the Indenture. We have also reviewed (i) the organizational documents of NJ Guarantor identified on Exhibit A attached hereto (the "NJ Guarantor' Organizational Documents") and (ii) such other documents as we deemed necessary in connection with the opinions set forth below. We have not reviewed any documents entered into in connection with the transactions contemplated in the Indenture (the "Other Documents"), other than the Indenture, the Registration Statement and the prospectus contained in the Registration Statement (the "Prospectus"), nor any documents referenced or incorporated by reference into the Other Documents or the Indenture, and we have assumed that none of the documents not reviewed by us would affect our opinions.

Whenever our opinion in this letter with respect to the existence or absence of facts is stated to be based on our knowledge or awareness, it is intended to signify that during the course of our representation of NJ Guarantor in connection with this transaction, no information has come to the attention of the attorneys within our firm who have devoted substantive attention to this transaction that would give them actual knowledge or awareness of the existence or absence of those facts. However, we have not undertaken any independent investigation to determine the existence or absence of those facts or any other facts and no inference as to our knowledge of the existence or absence of those facts or any other facts shall or may be drawn from our representation of NJ Guarantor. We have made no independent factual investigations and, as to factual matters, we have relied exclusively on the facts stated in the representations and warranties contained in the Indenture, the Registration Statement, the Prospectus and certificates of public officials. Without limiting the generality of the foregoing, we have not made an independent search of the books and records of any party or of any court or other administrative tribunal or similar entity. We have assumed that no laws or regulations of the State apply to NJ Guarantor that do not apply to all corporations in the State. All assumptions made by us in this opinion letter have been made without independent verification.

We have assumed the legal capacity and competence of natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to original documents (which we have assumed are themselves authentic), of all documents submitted to us as certified, conformed, facsimile, electronic or photostatic copies. We have also assumed that all documents reviewed by us are complete.

We have also assumed that (a) the parties to the Indenture and the other documents we reviewed in connection with this opinion letter (other than NJ Guarantor) are duly organized, validly existing or subsisting and in good standing in their jurisdiction of formation, and have the necessary power (including, without limitation, corporate power, partnership power and limited liability company power, where applicable) and authority to enter into and perform their obligations under the Indenture and such other documents to which they are a party; (b) the Indenture and such other documents have been duly authorized, executed and delivered by each party thereto (other than NJ Guarantor with respect to due authorization of the Indenture); (c) the Indenture and such other documents constitute the legal, valid and binding obligations of each of the parties thereto, enforceable against each such party in accordance with their respective terms; and (d) the parties received good and valuable consideration for entering into the Indenture and such other documents. We have further assumed that NJ Guarantor's Organizational Documents (i) are the only documents governing the internal affairs of NJ Guarantor; (ii) have not been amended, restated, or supplemented (other than as set forth on Exhibit A attached hereto) and (iii) are in full force and effect.

Based upon the foregoing and subject to the qualifications, exceptions, assumptions and limitations set forth herein, we are of the opinion that:

(a) Based solely on the Salem Good Standing Certificate (as defined on Exhibit A attached hereto), NJ Guarantor is a corporation presently in good standing under the laws of the State.

(b) NJ Guarantor has all requisite corporate power and authority to enter into and perform its obligations under the Indenture.

(c) NJ Guarantor has taken all necessary corporate action to duly authorize the execution, delivery and performance of the Indenture.

The foregoing opinions are subject to the following exceptions, limitations and qualifications:

(i) Our opinion is subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer and similar laws affecting creditors' rights and remedies generally; general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether such enforceability is considered in a proceeding in equity or at law); limitations on enforceability of rights to indemnification by securities laws or regulations or by public policy; and the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity).

(ii) We express no opinion as to the application or requirements of any securities, patent, trademark, copyright, antitrust and unfair competition, pension or employee benefit, labor, environmental, health and safety or tax laws in respect of the transactions contemplated by or referred to in the Indenture.

(iii) We have made no independent examinations as to matters relating to title to any collateral referred to in the Indenture. We express no opinion as to the creation, perfection or priority of the security interests granted under the Indenture, or as to the adequacy of any description of collateral. We express no opinion as to the enforceability of the Indenture.

We express no opinion as to the law of any jurisdiction other than the law of the State of New Jersey.

This opinion letter may be relied upon by you only in connection with the consummation of the transactions described herein and may not be used or relied upon by you or any other person for any other purpose, without in each instance our prior written consent. We hereby consent to the filing of this opinion as Exhibit 5.9 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and NJ Guarantor, may rely upon this opinion with respect to matters set forth herein that are governed by New Jersey law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

This opinion letter is limited to the matters expressly stated herein. No implied opinion may be inferred to extend this opinion letter beyond the matters expressly stated herein. We do not undertake to advise you or anyone else of any changes in the opinions expressed herein resulting from changes in law, changes in facts or any other matters that hereafter might occur or be brought to our attention.

Very truly yours,

/s/ Ballard Spahr LLP
Attachment

EXHIBIT A

NJ GUARANTOR'S ORGANIZATIONAL DOCUMENTS

1. Articles of Incorporation of Salem Hospital Corporation filed with the Treasurer of the State of New Jersey on October 30, 2001, as the same was modified as stated in the Salem Good Standing Certificate (as defined below).

2. By-Laws of Salem Hospital Corporation.

3. Good Standing Certificate (Long Form) for Salem Hospital Corporation, issued by the Treasurer of the State of New Jersey on March 15, 2012 (the "Salem Good Standing Certificate").

4. Resolutions of the Board of Directors of Salem Hospital Corporation dated March 2, 2012.

Exhibit 5.11

LIONEL SAWYER & COLLINS

ATTORNEYS AT LAW

1700 BANK OF AMERICA PLAZA

300 SOUTH FOURTH STREET

LAS VEGAS, NEVADA 89101

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March 20, 2012

WRITER'S DIRECT DIAL NUMBER
(702) 383-8837
MGOLDSTEIN@LIONELSAWYER.COM

CHS/Community Health Systems, Inc.
4000 Meridian Blvd.
Franklin, TN 37067

Re: our file 22049-02

Ladies and Gentlemen:

We have acted as special Nevada counsel to NC-DSH, LLC, a Nevada limited liability company (the "Nevada Subsidiary Guarantor"), in connection with (i) the proposed issuance by CHS/Community Health Systems, Inc., a Delaware corporation (the "Company") of $2,000,000,000 of 8.000% Senior Notes Due 2019 (the "Exchange Securities") which are to be registered under the Securities Act of 1933, as amended (the "Securities Act"), in exchange for a like principal amount of the Company's outstanding $2,000,000,000 of 8.000% Senior Notes Due 2019 (the "Initial Securities") which have not been, and will not be, so registered, (ii) the guarantees of the Exchange Notes (the "Exchange Guarantees") by Community Health Systems, Inc., a Delaware corporation (the "Parent") and each subsidiary of the Company (the "Subsidiary Guarantors") that executed the Indenture (as hereinafter defined) (the "Guarantors") and (iii) the preparation of the Registration Statement on Form S-4 filed by the Company and the Guarantors with the Securities and Exchange Commission on or about March 21, 2012, (the "Registration Statement") for the purpose of registering the Exchange Notes and the Exchange Guarantees under the Securities Act.

The Initial Securities have been, and the Exchange Securities will be, issued pursuant to that certain Indenture dated as of November 22, 2011 (the "Indenture"), between the Company, Parent, those Subsidiary Guarantors parties to the Indenture and U.S. Bank National Association, as trustee.

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Indenture.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of:

1. the Indenture.

2. the Exchange Securities in the form included in the Indenture.

3. the terms of the Exchange Guarantees as contained in Article 10 of the Indenture.

We have also examined originals or copies of such limited liability company records and certificates of public officials as we have deemed necessary or advisable for purposes of this opinion. We have not reviewed, and express no opinion as to, any instrument or agreement referred to or incorporated by reference in the Indenture.

We have relied upon the certificates of all public officials and limited liability company officials with respect to the accuracy of all matters contained therein.

We have assumed the authenticity of all documents submitted to us as originals, the genuineness of all signatures, the legal capacity of natural persons and the conformity to originals of all copies of all documents submitted to us.

We assume that neither the Company nor the Nevada Guarantor is engaged in Nevada in any of the following businesses: gaming business, liquor distribution business, financial institution, public utility, insurance business, or cemetery business.

Based upon the foregoing and subject to the following it is our opinion that:

1. The Nevada Subsidiary Guarantor is validly existing under the laws of Nevada.

2. The Nevada Subsidiary Guarantor has the requisite limited liability company power and authority to execute and deliver the Indenture and to guarantee the “Guaranteed Obligations” (as defined in Section 10.01 of the Indenture).

3. The Nevada Subsidiary Guarantor has taken all necessary limited liability company action to duly authorize the execution and delivery of the Indenture and to guarantee the Guaranteed Obligations.

We express no opinion as to the laws of any jurisdiction other than those of Nevada.

We hereby consent to the filing of this opinion as Exhibit 5.11 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the prospectus

contained in the Registration Statement, under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by Nevada law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

Very truly yours,

/s/ LIONEL SAWYER & COLLINS

LIONEL SAWYER & COLLINS

Exhibit 5.12

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Ladies and Gentlemen:

We have acted as Oklahoma counsel for Kay County Oklahoma Hospital Company, LLC and Kay County Hospital Corporation (the "Guarantors") in connection with the Guarantors' proposed guarantees (the "Guarantees"), along with the other guarantors under the Indenture (as defined below), of up to $2,000,000,000 in aggregate principal amount of 8% Senior Notes due 2019 (the "Exchange Notes") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"). The Exchange Notes are to be issued by the Company, and the Guarantees are to be made by the Guarantors, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (the "Registration Statement"), filed with the Securities and Exchange Commission on or about March 21, 2012. The Exchange Notes and the Guarantees will be issued pursuant to an Indenture dated as of November 22, 2011, among the Company, the Guarantor, the additional guarantors named therein and U.S. Bank National Association, as trustee (the "Indenture"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantor, along with the other guarantors, pursuant to guarantee provisions in the Indenture. We are furnishing this opinion letter in accordance with the requirements of Item 21 of Form S-4 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act of 1933, as amended.

Documents Reviewed

We have reviewed the following documents (all of which are dated as of the date of this opinion letter unless otherwise noted):

(i) Ind6enture;

(ii) Registration Statement;

(iii) The prospectus contained in the Registration Statement (the "Prospectus");

(iv) Articles of Organization of Kay County Oklahoma Hospital Company, LLC as certified by the Oklahoma Secretary of State on November 11, 2011;

(v) Operating Agreement of Kay County Oklahoma Hospital Company, LLC as certified by the Secretary of Kay County Oklahoma Hospital Company, LLC as of March 21, 2012;

(vi) Resolutions of the sole member of Kay County Oklahoma Hospital Company, LLC dated March 2, 2012;

(vii) Certificate regarding the good standing of Kay County Oklahoma Hospital Company, LLC issued by the Oklahoma Secretary of State on January 25, 2012;

(viii) Certificate of Incorporation of Kay County Hospital Corporation as certified by the Oklahoma Secretary of State on November 9, 2011;

(ix) Bylaws of Kay County Hospital Corporation as certified by the Secretary of Kay County Hospital Corporation as of March 21, 2012;

(x) Resolutions of the Board of Directors of Kay County Hospital Corporation dated March 2, 2012; and

(xi) Certificate regarding the good standing of Kay County Hospital Corporation issued by the Oklahoma Secretary of State on January 25, 2012.

Opinions

Based upon the foregoing, it is our opinion that:

1. Kay County Oklahoma Hospital Company, LLC exists as a limited liability company in good standing in Oklahoma.

2. Kay County Hospital Corporation exists as a corporation in good standing in Oklahoma.

3. The Guarantors have the requisite corporate or limited liability company power and authority to execute and deliver the Indenture and to perform their obligations under the Indenture.

4. The execution, delivery, and performance of the Indenture have been duly and validly authorized by each of the Guarantors.

Qualifications, Limitations, Assumptions, and Exceptions

The opinions in this letter are subject to the following qualifications, limitations, assumptions, and exceptions:

(a) The opinions in 1 and 2 above are based solely on our review of the documents described in (iv), (vii), (viii), and (xi) above.

(b) We have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as copies, and the authenticity of the originals of such copies.

(c) We have assumed that Kay County Hospital Corporation is a wholly owned subsidiary of the Company and the execution, delivery, and performance of the Indenture are necessary or convenient to the conduct, promotion, or attainment of the business of Kay County Hospital Corporation.

(d) This opinion is based only on the laws of the State of Oklahoma. We express no opinion about the laws of any other state or jurisdiction.

(e) We have not been involved in the preparation of any registration statement or in the negotiation, preparation, or execution of the Indenture or any of the related agreements executed or delivered in connection therewith. We have been retained solely for the purpose of rendering certain opinions under Oklahoma law. This opinion letter is provided as a legal opinion only, effective as of the date of this letter, and not as representations or warranties of fact.

The qualifications, limitations, assumptions, and exceptions in this letter are material to the opinions expressed in this letter, and the inaccuracy of any assumptions could render these opinions inaccurate.

We consent to the filing of this opinion letter as an exhibit to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion letter into the Registration Statement, and to the reference to our firm in the Prospectus under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations of the Securities and Exchange Commission. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion letter with respect to matters set forth herein that are governed by Oklahoma law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

Very truly yours,

/s/ Mcafee & Taft
A Professional Corporation

Exhibit 5.13

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Blvd.
Franklin, Tennessee 37067

Re: Offer for All Outstanding 8.000% Senior Notes Due 2019 of CHS/Community Health Systems, Inc. in Exchange for 8.000% Senior Exchange Notes Due 2019 of CHS/Community Health Systems, Inc.

Ladies and Gentlemen:

We have acted as local counsel in the Commonwealth of Pennsylvania for (i) Coatesville Hospital Corporation, a Pennsylvania corporation and (ii) Clinton Hospital Corporation, a Pennsylvania corporation (collectively, the "PA Guarantors" and each, a "PA Guarantor"), in connection with the Guarantors' proposed guarantees (the "Guarantees"), along with the other guarantors under the Indenture (as defined below), of up to $2,000,000,000 in aggregate principal amount of 8% Senior Notes due 2019 (the "Exchange Notes") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"). The Exchange Notes are to be issued by the Company, and the Guarantees are to be made by the Guarantors, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission on or about March 21, 2012. The Exchange Notes and the Guarantees will be issued pursuant to an Indenture dated as of November 22, 2011 among the Company, the Guarantor, the additional guarantors named therein and U.S. Bank National Association, as trustee (the "Indenture"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantor, along with the other guarantors, pursuant to guarantee provisions in the Indenture. This opinion letter is being furnished in accordance with the requirements of Item 21 of Form S-4 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act of 1933, as amended.

In so acting, we have examined an executed copy of the Indenture.

We have also reviewed (i) the organizational documents of the PA Guarantors identified on Exhibit A attached hereto (the "PA Guarantors' Organizational Documents") and (ii) such other documents as we deemed necessary in connection with the opinions set forth below. We have not reviewed any documents entered into in connection with the transactions contemplated in the Indenture (the "Other Documents"), other than the Indenture, the Registration Statement

and the prospectus contained in the Registration Statement (the "Prospectus"), nor any documents referenced or incorporated by reference into the Other Documents or the Indenture, and we have assumed that none of the documents not reviewed by us would affect our opinions.

Whenever our opinion in this letter with respect to the existence or absence of facts is stated to be based on our knowledge or awareness, it is intended to signify that during the course of our representation of the PA Guarantors in connection with this transaction, no information has come to the attention of the attorneys within our firm who have devoted substantive attention to this transaction that would give them actual knowledge or awareness of the existence or absence of those facts. However, we have not undertaken any independent investigation to determine the existence or absence of those facts or any other facts and no inference as to our knowledge of the existence or absence of those facts or any other facts shall or may be drawn from our representation of the PA Guarantors. We have made no independent factual investigations and, as to factual matters, we have relied exclusively on the facts stated in the representations and warranties contained in the Indenture, the Registration Statement, the Prospectus and certificates of public officials. Without limiting the generality of the foregoing, we have not made an independent search of the books and records of any party or of any court or other administrative tribunal or similar entity. We have assumed that no laws or regulations of the Commonwealth of Pennsylvania apply to the PA Guarantors that do not apply to all corporations in the Commonwealth of Pennsylvania. All assumptions made by us in this opinion letter have been made without independent verification.

We have assumed the legal capacity and competence of natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to original documents (which we have assumed are themselves authentic), of all documents submitted to us as certified, conformed, facsimile, electronic or photostatic copies. We have also assumed that all documents reviewed by us are complete.

We have also assumed that (a) the parties to the Indenture and the other documents we reviewed in connection with this opinion letter (other than the PA Guarantors) are duly organized, validly existing or subsisting and in good standing in their jurisdiction of formation, and have the necessary power (including, without limitation, corporate power, partnership power and limited liability company power, where applicable) and authority to enter into and perform their obligations under the Indenture and such other documents to which they are a party; (b) the Indenture and such other documents have been duly authorized, executed and delivered by each party thereto (other than the PA Guarantors with respect to due authorization of the Indenture); (c) the Indenture and such other documents constitute the legal, valid and binding obligations of each of the parties thereto, enforceable against each such party in accordance with their respective terms; and (d) the parties received good and valuable consideration for entering into the Indenture and such other documents. We have further assumed that the PA Guarantors' Organizational Documents (i) are the only documents governing the internal affairs of the PA Guarantors; (ii) have not been amended, restated, or supplemented (other than as set forth on Exhibit A attached hereto) and (iii) are in full force and effect.

Based upon the foregoing and subject to the qualifications, exceptions, assumptions and limitations set forth herein, we are of the opinion that:

1. Based solely on the Subsistence Certificates (as defined on Exhibit A attached hereto), each PA Guarantor is a corporation presently subsisting under the laws of the Commonwealth of Pennsylvania.

2. Each PA Guarantor has all requisite corporate power and authority to enter into and perform its obligations under the Indenture.

3. Each PA Guarantor has taken all necessary corporate action to duly authorize the execution, delivery and performance of the Indenture.

The foregoing opinions are subject to the following exceptions, limitations and qualifications:

A. Our opinion is subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer and similar laws affecting creditors' rights and remedies generally; general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether such enforceability is considered in a proceeding in equity or at law); limitations on enforceability of rights to indemnification by securities laws or regulations or by public policy; and the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity).

B. We express no opinion as to the application or requirements of any securities, patent, trademark, copyright, antitrust and unfair competition, pension or employee benefit, labor, environmental, health and safety or tax laws in respect of the transactions contemplated by or referred to in the Indenture.

C. We have made no independent examinations as to matters relating to title to any collateral referred to in the Indenture. We express no opinion as to the creation, perfection or priority of the security interests granted under the Indenture, or as to the adequacy of any description of collateral. We express no opinion as to the enforceability of the Indenture.

We express no opinion as to the law of any jurisdiction other than the law of the Commonwealth of Pennsylvania.

This opinion letter may be relied upon by you only in connection with the consummation of the transactions described herein and may not be used or relied upon by you or any other person for any other purpose, without in each instance our prior written consent. We hereby consent to the filing of this opinion as Exhibit 5.13 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the PA Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by Pennsylvania law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

This opinion letter is limited to the matters expressly stated herein. No implied opinion may be inferred to extend this opinion letter beyond the matters expressly stated herein. We do not undertake to advise you or anyone else of any changes in the opinions expressed herein resulting from changes in law, changes in facts or any other matters that hereafter might occur or be brought to our attention.

Very truly yours,

/s/ Ballard Spahr LLP

EXHIBIT A

PA GUARANTORS' ORGANIZATIONAL DOCUMENTS

1. Articles of Incorporation of Coatesville Hospital Corporation ("Coatesville"), filed with the Secretary of State of the Commonwealth of Pennsylvania on February 6, 2001 (and Statements of Change of Registered Office filed with Commonwealth of Pennsylvania on November 6, 2003, and September 28, 2007).
2. By-Laws of Coatesville.
3. Subsistence Certificate for Coatesville, issued by the Commonwealth of Pennsylvania on or about the date hereof (the "Coatesville Subsistence Certificate").
4. Resolutions of the Board of Directors of Coatesville dated March 2, 2012.
5. Articles of Incorporation of Clinton Hospital Corporation ("Clinton"), filed with the Secretary of State of the Commonwealth of Pennsylvania on October 27, 2011 (and Statements of Change of Registered Office filed with Commonwealth of Pennsylvania on November 6, 2003, and September 28, 2007).
6. By-Laws of Clinton.
7. Subsistence Certificate for Clinton, issued by the Commonwealth of Pennsylvania on or about the date hereof (the "Clinton Subsistence Certificate" and together with the Coatesville Subsistence Certificate, collectively, the "Subsistence Certificates").
8. Resolutions of the Board of Directors of Clinton dated March 2, 2012.

Exhibits 5.14

Charleston, SC
Charlotte, NC
Columbia, SC
Myrtle Beach, SC
Raleigh, NC
Spartanburg, SC

March 21, 2012

CHS/Community Health Systems, Inc.

Re: Guarantee by QHG of South Carolina, Inc., a South Carolina corporation, of the obligations of CHS/Community Health System Pursuant to November 22, 2011 Indenture

Ladies and Gentlemen:

We have acted as special local counsel to QHG of South Carolina, Inc., a South Carolina corporation, (the "Guarantor"), in connection with the Guarantor's proposed guarantees (the "Guarantees"), along with the other guarantors under the Indenture (as defined below), of up to $2,000,000,000 in aggregate principal amount of 8% Senior Notes due 2019 (the "Exchange Notes") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"). The Exchange Notes are to be issued by the Company, and the Guarantees are to be made by the Guarantors, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission on or about March 21, 2012. The Exchange Notes and the Guarantees will be issued pursuant to an Indenture dated as of November 22, 2011 among the Company, the Guarantor, the additional guarantors named therein and U.S. Bank National Association, as trustee (the "Indenture"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantor, along with the other guarantors, pursuant to guarantee provisions in the Indenture. This opinion letter is being furnished in accordance with the requirements of Item 21 of Form S-4 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act of 1933, as amended.

For purposes of rendering this opinion, we have examined the following documents:

(1) The Registration Statement

(2) The prospectus contained in the Registration Statement (the "Prospectus")

(3) The Indenture;

(4) The Articles of Incorporation for the Guarantor;

(5) The Bylaws of Guarantor;

(6) The Resolution of the Board of Directors of Guarantor, adopted on March 2, 2012, approving the Guarantees;

(7) The attached Secretary's Certificate, certifying, among other things that the aforementioned Bylaws of Guarantor are the current and operative Bylaws of the Guarantor and that the Resolution approving the Guarantees is (**Exhibit "A"**); and,

(8) A Certificate of Existence issued by the South Carolina Secretary of State dated March 15, 2012, indicating that the Guarantor is in good standing.

The documents referenced in items 1 through 8 above are collectively referred to hereinafter as the "Opinion Documents". Based upon and subject to the foregoing, and subject to the further qualifications, limitations, assumptions and exceptions set forth below, we are of the following opinion:

(a) The Guarantor is a corporation validly existing in good standing under the laws of the State of South Carolina.

(b) The Guarantor has the requisite corporate power and authority to make, execute, deliver and perform its obligations under the Indenture.

(c) The Guarantor has taken all necessary corporate action to duly authorize the execution, delivery, and performance of the Indenture.

We specifically assume that there has been no change in the information provided to us since the date such information was first provided and that such information was true and correct on the date on which it was provided and that it is true and correct on the date hereof. We also assume the genuineness and authenticity of all documents examined by us and all signatures thereon, the legal capacity of all persons executing such documents, other than on behalf of Guarantor, and the conformity to originals of all copies of all documents submitted to us. As to questions of fact, we have relied solely upon the representations, warranties, certifications, and statements contained in the Opinion Documents, and we have made no other independent factual investigation with regard to such matters.

We render this opinion with respect to the laws of the State of South Carolina and only with respect to those laws. We express no opinion with respect to the laws of a state other than South Carolina or of the United States.

This opinion is rendered solely to you and is solely for your benefit in connection with the transactions covered hereby. This opinion may not be relied upon by you for any other purposes without our prior written consent. Except as indicated below, this opinion may not be relied upon by any other person, firm, or corporation for any purpose without our prior written consent. In that regard, we hereby consent to the filing of this opinion as Exhibit 5.14 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus under

the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by South Carolina law for purposes of its opinion being delivered and filed as Exhibit 5.14 to the Registration Statement. We do not undertake to advise you of any matters that might hereinafter arise that would affect the opinions expressed herein. Our opinion is limited to the matters expressly stated herein and no other opinion may be implied or inferred.

Very truly yours,

/s/ Parker Poe Adams & Bernstein LLP

Parker Poe Adams & Bernstein LLP

Enc.

Exhibit 5.15

Charleston, SC
Charlotte, NC
Columbia, SC
Myrtle Beach, SC
Raleigh, NC
Spartanburg, SC

March 21, 2012

CHS/Community Health Systems, Inc.

Re: Guarantee by QHG of Spartanburg, Inc., a South Carolina corporation, of the obligations of CHS/Community Health System Pursuant to November 22, 2011 Indenture

Ladies and Gentlemen:

We have acted as special local counsel to QHG of Spartanburg, Inc., a South Carolina corporation, (the "Guarantor"), in connection with the Guarantor's proposed guarantees (the "Guarantees"), along with the other guarantors under the Indenture (as defined below), of up to $2,000,000,000 in aggregate principal amount of 8% Senior Notes due 2019 (the "Exchange Notes") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"). The Exchange Notes are to be issued by the Company, and the Guarantees are to be made by the Guarantors, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission on or about March 21, 2012. The Exchange Notes and the Guarantees will be issued pursuant to an Indenture dated as of November 22, 2011 among the Company, the Guarantor, the additional guarantors named therein and U.S. Bank National Association, as trustee (the "Indenture"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantor, along with the other guarantors, pursuant to guarantee provisions in the Indenture. This opinion letter is being furnished in accordance with the requirements of Item 21 of Form S-4 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act of 1933, as amended.

For purposes of rendering this opinion, we have examined the following documents:

(1) The Registration Statement

(2) The prospectus contained in the Registration Statement (the "Prospectus")

(3) The Indenture;

(4) The Articles of Incorporation for the Guarantor;

(5) The Bylaws of Guarantor;

(6) The Resolution of the Board of Directors of Guarantor, adopted on March 2, 2012, approving the Guarantees;

(7) The attached Secretary's Certificate, certifying, among other things that the aforementioned Bylaws of Guarantor are the current and operative Bylaws of the Guarantor and that the Resolution approving the Guarantees is (**Exhibit "A"**); and,

(8) A Certificate of Existence issued by the South Carolina Secretary of State dated March 15, 2012, indicating that the Guarantor is in good standing.

The documents referenced in items 1 through 7 above are collectively referred to hereinafter as the "Opinion Documents". Based upon and subject to the foregoing, and subject to the further qualifications, limitations, assumptions and exceptions set forth below, we are of the following opinion:

(a) The Guarantor is a corporation validly existing in good standing under the laws of the State of South Carolina.

(b) The Guarantor has the requisite corporate power and authority to make, execute, deliver and perform its obligations under the Indenture.

(c) The Guarantor has taken all necessary corporate action to duly authorize the execution, delivery, and performance of the Indenture.

We specifically assume that there has been no change in the information provided to us since the date such information was first provided and that such information was true and correct on the date on which it was provided and that it is true and correct on the date hereof. We also assume the genuineness and authenticity of all documents examined by us and all signatures thereon, the legal capacity of all persons executing such documents, other than on behalf of Guarantor, and the conformity to originals of all copies of all documents submitted to us. As to questions of fact, we have relied solely upon the representations, warranties, certifications, and statements contained in the Opinion Documents, and we have made no other independent factual investigation with regard to such matters.

We render this opinion with respect to the laws of the State of South Carolina and only with respect to those laws. We express no opinion with respect to the laws of a state other than South Carolina or of the United States.

This opinion is rendered solely to you and is solely for your benefit in connection with the transactions covered hereby. This opinion may not be relied upon by you for any other purposes without our prior written consent. Except as indicated below, this opinion may not be relied upon by any other person, firm, or corporation for any purpose without our prior written consent. In that regard, we hereby consent to the filing of this opinion as Exhibit 5.15 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus under

the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by South Carolina law for purposes of its opinion being delivered and filed as Exhibit 5.15 to the Registration Statement. We do not undertake to advise you of any matters that might hereinafter arise that would affect the opinions expressed herein. Our opinion is limited to the matters expressly stated herein and no other opinion may be implied or inferred.

Very truly yours,

/s/ Parker Poe Adams & Bernstein LLP

Parker Poe Adams & Bernstein LLP

Enc.

Exhibit 5.16

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Re: Offer for All Outstanding 8.000% Senior Notes Due 2019 of CHS/Community Health Systems, Inc. in Exchange for 8.000% Senior Exchange Notes Due 2019 of CHS/Community Health Systems, Inc. – Registration Statement filed on or about March 21, 2012 (the "Registration Statement")

Ladies and Gentlemen:

We have acted as special Tennessee counsel to CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"), and the Guarantors (as defined below), each organized and existing under the laws of the State of Tennessee, in connection with the public offering of up to $1.0 billion aggregate principal amount of 8.000% Senior Exchange Notes Due 2019 (the "New Notes") of the Company which are to be unconditionally guaranteed on an unsecured senior basis (the "Guarantees") by each of the Company's wholly-owned subsidiaries, including the Tennessee entities set forth on Schedule I attached hereto (the subsidiary guarantors set forth on Schedule I attached hereto being collectively referred to herein as the "Guarantors"). The New Notes are to be issued pursuant to an exchange offer (the "Exchange Offer") in exchange for a like principal amount and denomination of the Company's issued and outstanding 8.000% Senior Notes Due 2019 (the "Old Notes"), as contemplated by the Registration Rights Agreement dated as of November 22, 2011 (the "Registration Rights Agreement"), by and among the Company, the Guarantors and the "Initial Purchasers." The New Notes are to be issued by the Company, and the Guarantees are to be made by the Guarantors, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4, filed with the Securities and Exchange Commission on or about March 21, 2012. The Old Notes were issued, and the New Notes will be issued, under an Indenture, dated as of November 22, 2011, by and among the Company, Community Health Systems, Inc., a Delaware corporation, those "Subsidiary Guarantors" that from time to time become parties to the Indenture and U.S. Bank National Association, as trustee (the "Indenture").

This opinion is being furnished in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Securities Act of 1933, as amended (the "Securities Act").

In connection with this opinion, we have (i) investigated such questions of law, and (ii) examined originals or certified, conformed or reproduction copies of the agreements, instruments, documents, and records of the Guarantors and such certificates of public officials and such other documents as are listed on Schedule II attached hereto. We have reviewed no other documents in connection with the preparation or issuance of this opinion.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, facsimile, conformed or photostatic copies and the authenticity of the originals of such latter documents. In addition, we have assumed that none of the Guarantors is insolvent or shall be rendered insolvent as a result of providing the Guarantees pursuant to the Indenture.

As to any facts material to the opinion expressed herein which have not been independently established or verified, we have relied upon the oral or written statements and representations of officers and other representatives of the Company, the Guarantors and others.

Members of this firm are admitted to the Bar in the State of Tennessee, and we do not express any opinion as to the laws of any other jurisdiction, including federal law.

Based upon and subject to the foregoing and the limitations, qualifications, exceptions and assumptions set forth herein, we are of the opinion that:

1. Based solely on the respective Tennessee Certificates of Existence for such entities described on Schedule II, each Guarantor is validly existing under the laws of the State of Tennessee.

2. Each Guarantor has the requisite corporate power and authority to execute and deliver and to perform its obligations under the Indenture.

3. Each Guarantor has taken all necessary corporate action to duly authorize the execution, delivery and performance of the Indenture.

We express no opinion as to whether the execution and delivery by the Company of the Indenture and the New Notes and the execution and the delivery by each Guarantor of the Indenture and the Guarantee to which it is a party, and the performance by the Company and each of the Guarantors of their respective obligations thereunder violate, conflict with or constitute a default under or will violate, conflict with or constitute a default under any agreement or instrument of which the Company or any Guarantor or its properties is subject. We express no opinion as to the enforceability of the Guarantees or the Indenture.

We hereby consent to the filing of this opinion as Exhibit 5.16 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement, and to the reference to this firm in the prospectus contained in the Registration Statement under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by Tennessee law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

Very truly yours,

/s/ Bradley Arant Boult Cummings LLP
BRADLEY ARANT BOULT CUMMINGS LLP

(Tennessee)

Schedule I

Guarantors

1. Brownsville Hospital Corporation, a Tennessee corporation
2. Cleveland Hospital Corporation, a Tennessee corporation
3. Dyersburg Hospital Corporation, a Tennessee corporation
4. Hospital of Morristown, Inc., a Tennessee corporation
5. Jackson Hospital Corporation, a Tennessee corporation
6. Lakeway Hospital Corporation, a Tennessee corporation
7. Lexington Hospital Corporation, a Tennessee corporation
8. Martin Hospital Corporation, a Tennessee corporation
9. McNairy Hospital Corporation, a Tennessee corporation
10. Shelbyville Hospital Corporation, a Tennessee corporation

Schedule II

1. Certificates of Existence for the following entities issued by the Tennessee Secretary of State on the respective dates listed below:

Brownsville Hospital Corporation	March 15, 2012
Cleveland Hospital Corporation	March 15, 2012
Dyersburg Hospital Corporation	March 15, 2012
Hospital of Morristown, Inc.	March 19, 2012
Jackson Hospital Corporation	March 15, 2012
Lakeway Hospital Corporation	March 15, 2012
Lexington Hospital Corporation	March 15, 2012
Martin Hospital Corporation	March 15, 2012
McNairy Hospital Corporation	March 15, 2012
Shelbyville Hospital Corporation	March 19, 2012

2. Charters and applicable amendment documents for the following entities provided by the Company through access to its intranet site:

Brownsville Hospital Corporation
Cleveland Hospital Corporation
Dyersburg Hospital Corporation
Hospital of Morristown, Inc.
Jackson Hospital Corporation
Lakeway Hospital Corporation
Lexington Hospital Corporation
Martin Hospital Corporation
McNairy Hospital Corporation
Shelbyville Hospital Corporation

3. Bylaws for the following entities provided by the Company through access to its intranet site:

Brownsville Hospital Corporation
Cleveland Hospital Corporation
Dyersburg Hospital Corporation
Hospital of Morristown, Inc.
Jackson Hospital Corporation
Lakeway Hospital Corporation
Lexington Hospital Corporation
Martin Hospital Corporation
McNairy Hospital Corporation
Shelbyville Hospital Corporation

4. Resolutions for each of the Guarantors adopted by the Board of Directors of each of the Guarantors.

5. The Registration Statement

Exhibit 5.17

March 21, 2012

Granbury Hospital Corporation
Jourdanton Hospital Corporation
Big Bend Hospital Corporation
Big Spring Hospital Corporation
Weatherford Hospital Corporation
Weatherford Texas Hospital Company, LLC
c/o CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067

Certain Guarantees of 8% Senior Notes of
CHS/Community Health Systems, Inc. due 2019;
Exchange Offer Pursuant to Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as special Texas counsel to (i) Granbury Hospital Corporation, a Texas corporation, (ii) Jourdanton Hospital Corporation, a Texas corporation, (iii) Big Bend Hospital Corporation, a Texas corporation, (iv) Big Spring Hospital Corporation, a Texas corporation, (v) Weatherford Hospital Corporation, a Texas corporation, and (vi) Weatherford Texas Hospital Company, LLC, a Texas limited liability company (collectively, the "Guarantors"), in connection with the Guarantors' proposed guarantees (the "Guarantees"), along with the other guarantors under the Indenture (as defined below), of up to $2,000,000,000 in aggregate principal amount of 8% Senior Notes due 2019 (the "Exchange Notes") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"). The Exchange Notes are to be issued by the Company, and the Guarantees are to be made by the Guarantors, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission (the "Commission") on or about March 21, 2012. The Exchange Notes and the Guarantees will be issued pursuant to an Indenture dated as of November 22, 2011 among the Company, the Guarantors, the additional guarantors named therein and U.S. Bank Bantional Association, as trustee (the "Indenture"), which is filed as Exhibit 4.6 to the Registration Statement. The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantors, along with the other guarantors, pursuant to guarantee provisions contained in Article 10 of the Indenture. This opinion letter is being furnished in accordance with the requirements of Item 21 of Form S-4 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act of 1933, as amended (the "Securities Act").

Documents Reviewed

In connection with this opinion letter, we have examined the following documents:

(a) the Indenture;

(b) the Registration Statement;

(c) the prospectus contained in the Registration Statement (the "Prospectus");

(d) Bylaws of Granbury Hospital Corporation;

(e) Certificate of Incorporation of Granbury Hospital Corporation;

(f) Bylaws of Jourdanton Hospital Corporation;

(g) Certificate of Incorporation of Jourdanton Hospital Corporation;

(h) Bylaws of Big Bend Hospital Corporation;

(i) Certificate of Incorporation of Big Bend Hospital Corporation;

(j) Bylaws of Big Spring Hospital Corporation;

(k) Certificate of Incorporation of Big Spring Hospital Corporation;

(l) Bylaws of Weatherford Hospital Corporation;

(m) Certificate of Incorporation of Weatherford Hospital Corporation;

(n) Operating Agreement of Weatherford Texas Hospital Company, LLC;

(o) Certificate of Formation of Weatherford Texas Hospital Company, LLC;

(p) the Corporate Status Certificates (as defined in subpart (iii) below);

(q) the LLC Status Certificates (as defined in subpart (iv) below); and

(r) the certificates referenced in subpart (v) below.

Items (d) through (r) above are collectively referred to herein as the "Corporate Documents".

In addition we have examined and relied upon the following:

(i) with respect to each Guarantor that is a corporation, certificates from the Secretary of such Guarantor certifying in each instance as to true and correct copies of the articles of incorporation and bylaws of such Guarantor and resolutions of the board of directors of such Guarantor authorizing the Guarantees by such Guarantor of the obligations of the Company under the Exchange Notes;

(ii) with respect to each Guarantor that is a limited liability company, certificates from the Secretary of such Guarantor certifying in each instance as to true and correct copies of the articles of organization and limited liability company agreement of such Guarantor and resolutions of the sole member of such Guarantor authorizing the Guarantees by such Guarantor of the obligations of the Company under the Exchange Notes;

(iii) with respect to each Guarantor that is a corporation, a certificate dated January 25, 2012 issued by the Office of the Secretary of State of Texas, attesting to the corporate status of such Guarantor in Texas (collectively, the "Corporate Status Certificates");

(iv) with respect to each Guarantor that is a limited liability company, a certificate dated January 25, 2012, issued by the Office of the Secretary of State of Texas, attesting to the limited liability company status of such Guarantor in Texas (collectively, the "LLC Status Certificates");

(v) with respect to each Guarantor, a certificate from CT Corporation dated March 6, 2012, indicating verbal status from the Office of the Secretary of State of Texas on March 6, 2012, that each of the Guarantors remains in existence.

(vi) originals, or copies identified to our satisfaction as being true copies, of such other records, documents and instruments as we have deemed necessary for the purposes of this opinion letter.

Assumptions Underlying Our Opinions

With your permission, as to questions of fact material to this Opinion and without independent verification with respect to the accuracy of such factual matters, we have relied upon the Indenture, certificates of public officials, accuracy of the public record, and the officers and directors of the Guarantor. We have made no independent investigation of the any statements, warranties and representations made by Guarantor in the Indenture or any related matters. With the exception of the Corporate Documents, we have not examined the books and records of the Guarantor.

For purposes of this Opinion, we have assumed, with your approval and without independent investigation, the following:

(a) There have been no resolutions, amendments, substitutions, replacements, or restatements of, or otherwise relating to, the Corporate Documents that would materially affect Guarantor's corporate existence, its ability to transact business as contemplated by the Transaction Documents, or otherwise affect the Indenture as the legal, valid, and binding obligation of the Guarantor, enforceable against Guarantor in accordance with the terms thereof.

(b) No fraud, mistake, undue influence, duress or criminal activity exists with to the Transaction Documents or any of the matters relevant to the opinions rendered herein.

(c) The genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to authentic, original documents of all documents submitted to us as copies, the due authority of the parties executing such documents, and the legal capacity of natural persons.

(d) All factual matters, including, without limitation, any representations and warranties, contained in the Transaction Documents, are true and correct as set forth therein.

(e) The Indenture is in all material respects in the same form "substantially as set forth in the 'Description of Notes' section of the Offering Documents," as contemplated by Section B of the Resolutions.

Our Opinions

Based on and subject to the foregoing and the other qualifications, limitations and other assumptions set forth in this opinion letter, we are of the opinion that:

1. Organizational Status. Based solely upon its Corporate Status Certificate, each Guarantor identified herein as a Texas corporation is a validly existing corporation under

the laws of the State of Texas. Based solely upon its LLC Status Certificate, each Guarantor identified herein as a limited liability company is a validly existing limited liability company under the laws of the State of Texas.

1. Power and Authority; Authorization. Each Guarantor has the requisite corporate or limited liability company, as applicable, power and authority to execute and deliver, and to perform its obligations under, the Guarantees and has taken all necessary corporate or limited liability company, as applicable, action to authorize the execution, delivery and performance thereof.

Qualifications and Limitations

This letter expresses our legal opinion as to the foregoing matters based on our professional judgment at this time based solely upon laws, rulings and regulations in effect on the date hereof; it is not, however, to be construed as a guaranty, nor is it a warranty that a court considering such matters would not rule in a manner contrary to the opinions set forth above.

We are qualified to practice law in the State of Texas, and we express no opinions as to the laws of other jurisdictions other than to the federal laws of the United States of America and the laws of the State of Texas, as currently in effect. We assume no obligation to supplement this opinion 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.

Miscellaneous

The foregoing opinions are being furnished only for the purpose referred to in the first paragraph of this opinion letter and may not be relied upon for any other purpose without our prior written consent. We hereby consent to the filing of this opinion as Exhibit 5.17 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by Texas law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

Very truly yours,

LIECHTY & McGINNIS, LLP

By: /s/ Emmett W. Berryman
Emmett W. Berryman, Partner

Exhibit 5.18

Ballard Spahr LLP

210 Lake Drive East, Suite 200
Cherry Hill, NJ 08002-1163
TEL 856.761.3400
FAX 856.761.1020
www.ballardspahr.com

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Blvd.
Franklin, Tennessee 37067

Re: Offer for All Outstanding 8.000% Senior Notes Due 2019 of CHS/Community Health Systems, Inc. in Exchange for 8.000% Senior Exchange Notes Due 2019 of CHS/Community Health Systems, Inc.

Ladies and Gentlemen:

We have acted as local counsel in the State of Utah for Tooele Hospital Corporation, a Utah corporation ("UT Guarantor"), in connection with UT Guarantor's proposed guaranty (the "Guaranty"), along with the other guarantors under the Indenture (as defined below), of up to $2,000,000,000 in aggregate principal amount of 8% Senior Notes due 2019 (the "Exchange Notes") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"). The Exchange Notes are to be issued by the Company, and the Guaranty is to be made by UT Guarantor, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission on or about March 21, 2012. The Exchange Notes and the Guaranty will be issued pursuant to an Indenture dated as of November 22, 2011 among the Company, UT Guarantor, the additional guarantors named therein and U.S. Bank National Association, as trustee (the "Indenture"). The obligations of the Company under the Exchange Notes will be guaranteed by UT Guarantor, along with the other guarantors, pursuant to guarantee provisions in the Indenture. This opinion letter is being furnished in accordance with the requirements of Item 21 of Form S-4 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act of 1933, as amended.

In so acting, we have examined an executed copy of the Indenture. We have also reviewed (i) the organizational documents of UT Guarantor identified on Exhibit A attached

hereto (the "UT Guarantor's Organizational Documents") and (ii) such other documents as we deemed necessary in connection with the opinions set forth below. We have not reviewed any documents entered into in connection with the transactions contemplated in the Indenture (the "Other Documents"), other than the Indenture, the Registration Statement and the prospectus contained in the Registration Statement (the "Prospectus"), nor any documents referenced or incorporated by reference into the Other Documents or the Indenture, and we have assumed that none of the documents not reviewed by us would affect our opinions.

Whenever our opinion in this letter with respect to the existence or absence of facts is stated to be based on our knowledge or awareness, it is intended to signify that during the course of our representation of UT Guarantor in connection with this transaction, no information has come to the attention of the attorneys within our firm who have devoted substantive attention to this transaction that would give them actual knowledge or awareness of the existence or absence of those facts. However, we have not undertaken any independent investigation to determine the existence or absence of those facts or any other facts and no inference as to our knowledge of the existence or absence of those facts or any other facts shall or may be drawn from our representation of UT Guarantor. We have made no independent factual investigations and, as to factual matters, we have relied exclusively on the facts stated in the representations and warranties contained in the Indenture, the Registration Statement, the Prospectus and certificates of public officials. Without limiting the generality of the foregoing, we have not made an independent search of the books and records of any party or of any court or other administrative tribunal or similar entity. We have assumed that no laws or regulations of the State of Utah apply to UT Guarantor that do not apply to all corporations in the State of Utah. All assumptions made by us in this opinion letter have been made without independent verification.

We have assumed the legal capacity and competence of natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to original documents (which we have assumed are themselves authentic), of all documents submitted to us as certified, conformed, facsimile, electronic or photostatic copies. We have also assumed that all documents reviewed by us are complete.

We have also assumed that (a) the parties to the Indenture and the other documents we reviewed in connection with this opinion letter (other than UT Guarantor) are duly organized, validly existing or subsisting and in good standing in their jurisdiction of formation, and have the necessary power (including, without limitation, corporate power, partnership power and limited liability company power, where applicable) and authority to enter into and perform their obligations under the Indenture and such other documents to which they are a party; (b) the Indenture and such other documents have been duly authorized, executed and delivered by each party thereto (other than UT Guarantor with respect to due authorization of the Indenture); (c) the Indenture and such other documents constitute the legal, valid and binding obligations of each of the parties thereto, enforceable against each such party in accordance with their respective terms; and (d) the parties received good and valuable consideration for entering into the Indenture and such other documents. We have further assumed that UT Guarantor's Organizational Documents (i) are the only documents governing the internal affairs of UT Guarantor; (ii) have not been amended, restated, or supplemented (other than as set forth on Exhibit A attached hereto) and (iii) are in full force and effect.

Based upon the foregoing and subject to the qualifications, exceptions, assumptions and limitations set forth herein, we are of the opinion that:

1. Based solely on the Tooele Certificate of Existence (as defined on Exhibit A attached hereto), UT Guarantor is a corporation presently existing in good standing under the laws of the State of Utah.

2. UT Guarantor has all requisite corporate power and authority to enter into and perform its obligations under the Indenture.

3. UT Guarantor has taken all necessary corporate action to duly authorize the execution, delivery and performance of the Indenture.

The foregoing opinions are subject to the following exceptions, limitations and qualifications:

A. Our opinion is subject to the effect of applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, fraudulent transfer and similar laws affecting creditors' rights and remedies generally; general principles of equity, including without limitation, concepts of materiality, reasonableness, good faith and fair dealing (regardless of whether such enforceability is considered in a proceeding in equity or at law); limitations on enforceability of rights to indemnification by securities laws or regulations or by public policy; and the exercise of judicial discretion in accordance with general principles of equity (whether applied by a court of law or of equity).

B. We express no opinion as to the application or requirements of any securities, patent, trademark, copyright, antitrust and unfair competition, pension or employee benefit, labor, environmental, health and safety or tax laws in respect of the transactions contemplated by or referred to in the Indenture.

C. We have made no independent examinations as to matters relating to title to any collateral referred to in the Indenture. We express no opinion as to the creation, perfection or priority of the security interests granted under the Indenture, or as to the adequacy of any description of collateral. We express no opinion as to the enforceability of the Indenture.

We express no opinion as to the law of any jurisdiction other than the law of the State of Utah.

This opinion letter may be relied upon by you only in connection with the consummation of the transactions described herein and may not be used or relied upon by you or any other person for any other purpose, without in each instance our prior written consent. We hereby consent to the filing of this opinion as Exhibit 5.18 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration

Statement and to the reference to our firm in the Prospectus under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and UT Guarantor, may rely upon this opinion with respect to matters set forth herein that are governed by Utah law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

This opinion letter is limited to the matters expressly stated herein. No implied opinion may be inferred to extend this opinion letter beyond the matters expressly stated herein. We do not undertake to advise you or anyone else of any changes in the opinions expressed herein resulting from changes in law, changes in facts or any other matters that hereafter might occur or be brought to our attention.

Very truly yours,

/s/ Ballard Spahr LLP

EXHIBIT A

UT GUARANTOR'S ORGANIZATIONAL DOCUMENTS

1. Articles of Incorporation of Tooele Hospital Corporation, filed with the Department of Commerce of the State of Utah on September 28, 1998.
2. By-Laws of Tooele Hospital Corporation.
3. Certificate of Existence for Tooele Hospital Corporation, issued by the State of Utah on or about the date hereof (the "Tooele Certificate of Existence").
4. Resolutions of the Board of Directors of Tooele Hospital Corporation dated March 2, 2012.

Exhibit 5.19

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067
(615) 465-7000

Offer for All Outstanding 8.000% Senior Notes Due 2019 of
CHS/Community Health Systems, Inc. in Exchange for
8.000% Senior Exchange Notes Due 2019 of
CHS/Community Health Systems, Inc.

Ladies and Gentlemen:

We have acted as special counsel for Emporia Hospital Corporation, a Virginia stock corporation (the "Company"), in connection with the Guarantors' proposed guarantees (the "Guarantees"), along with the other guarantors under the Indenture (as defined below), of up to $2,000,000,000 in aggregate principal amount of 8% Senior Notes due 2019 (the "Exchange Notes") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Issuer"). The Exchange Notes are to be issued by the Issuer, and the Guarantees are to be made by the Guarantors, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission on or about March 21, 2012. The Exchange Notes and the Guarantees will be issued pursuant to an Indenture dated as of November 22, 2011 among the Issuer, the Guarantor, the additional guarantors named therein and U.S. Bank National Association, as trustee (the "Indenture"). The obligations of the Issuer under the Exchange Notes will be guaranteed by the Guarantor, along with the other guarantors, pursuant to guarantee provisions in the Indenture. This opinion letter is being furnished in accordance with the requirements of Item 21 of Form S-4 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act of 1933, as amended.

We have been requested by the Issuer to render this opinion. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the Indenture.

For purposes of rendering this opinion, we have examined the following documents:

(i) the Registration Statement;

(ii) the prospectus contained in the Registration Statement (the "Prospectus");

(iii) the Indenture;

(iv) Resolutions of the Board of Directors of the Company dated March 2, 2012 and signed by the Secretary of the Company authorizing the transactions contemplated therein;

(v) Certificate of Existence of the Company dated March 7, 2012 issued by the State Corporation Commission of the Commonwealth of Virginia; and

(vi) Articles of Incorporation and Bylaws of the Company.

The documents identified in items (i) through (vi) above may be referred to herein as the "Transaction Documents", and the documents identified in items (iv) through (vi) above may be referred to herein as the "Company Documents."

In addition, we have reviewed such corporate records of the Company together with such other instruments, certificates of public officials and corporate representatives, and other documents as we have deemed necessary or advisable as a basis for the opinion hereinafter expressed. We have also reviewed and relied upon such certificates of the Company as to factual matters, certificates of public officials and other instruments, documents and agreements as we have deemed necessary or appropriate to enable us to render the opinions set forth below.

We have also examined originals, or copies identified to our satisfaction, of such other documents, instruments, certificates and records as we have considered appropriate in order to render the opinions contained herein. Where we have considered it appropriate, as to certain facts we have relied, without investigation or analysis of any underlying data contained therein, upon certificates or other comparable documents of public officials or other appropriate representatives of the Company.

For purposes of the opinions expressed below, we have assumed (i) the authenticity of all documents submitted to us as originals, (ii) the conformity to the originals of all documents submitted to us as certified, electronic or photostatic copies and the authenticity of the originals, and (iii) the due authorization, execution and delivery of all documents by all parties and the validity and binding effect thereof (other than the authorization, execution and delivery of all documents by the Company and the validity and binding effect thereof upon the Company), and (iv) the due, appropriate and timely filing of all financing statements and/or other instruments required for perfection of any security interests referenced in the Transaction Documents.

We express no opinion to the extent that any Transaction Documents may be impacted by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws affecting the rights of creditors generally; (ii) the exercise of judicial discretion or general principles of equity, whether considered in a proceeding at law or in equity, or public policy, including applicable securities law; (iii) restrictions on the assignment of benefits payable under any governmental health care program; (iv) standards relating to privacy and confidentiality of patient information; and/or (v) standards relating to fraud and forgery.

As to factual matters, we have relied upon all warranties and representations included in the Registration Statement, the Prospectus and the Indenture and contained within the Company Documents and certificates of officers of the Company. Whenever the phrase "to our knowledge" is used herein, it refers to the actual knowledge of the attorneys of this firm involved in the representation of the Company in this transaction without independent investigation.

Based solely on the Company Documents and such investigations as we have deemed appropriate, we are of the opinion that:

1. The Company has been duly incorporated and is validly existing and in good standing under the laws of the Commonwealth of Virginia, with the corporate power and authority to enter into the transactions contemplated by the Guarantee.

2. The Company has the requisite corporate power and authority to execute and delivery and to perform its obligations under the Guarantee.

3. The Company has taken all necessary corporate action to duly authorize the execution, delivery and performance of the Indenture.

The opinions set forth herein are subject to the following qualifications:

(A) In rendering the opinions set forth in paragraph 3 above, we have advised you only as to such knowledge as we have obtained from (a) the certificates of the Company; (b) the Company Documents; and (c) inquiries of officers and employees of the Company. Except to the extent otherwise expressly set forth above, for purposes of this opinion, we have not made an independent review of any agreements, instruments, writs, orders, judgments, rules or other regulations or decrees which may have been executed by or which may now be binding upon the Company, nor have we undertaken to review our internal files or any files of the Company, relating to transactions to which the Company may be a party, or to discuss their transactions or business with any other lawyers in our firm or with any other officers, partners or any employees of the Company.

(B) We do not purport to express an opinion on any laws other than the laws of Virginia and federal law. To the extent the laws of any other state or nation apply with respect to any of the transactions contemplated herein, we have assumed that the laws of such other state or nation are the same as the laws of the Commonwealth of Virginia in all applicable respects. We express no opinion concerning any matter respecting or affected by any laws other than laws that a lawyer in the Commonwealth of Virginia exercising customary professional diligence would reasonably recognize as being directly applicable to the Company and the Transaction Documents or any of them.

This opinion is solely for your benefit. No one but the addressees hereof is entitled to rely upon this opinion without our written consent. Notwithstanding the foregoing, we hereby consent to the filing of this opinion as Exhibit 5.19 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus under the caption “Legal Matters.”

In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by Virginia law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

Finally, we do not undertake to advise you of any changes in the opinions expressed herein from matters that might hereafter arise or be brought to our attention.

Very truly yours,

/s/ Hancock, Daniel, Johnson & Nagle, P.C.

Exhibit 5.20

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Blvd.
Franklin, Tennessee 37067

Attention: General Counsel

RE: Oak Hill Hospital Corporation

Ladies and Gentlemen:

We have acted as special West Virginia counsel to Oak Hill Hospital Corporation, a West Virginia corporation (the "Guarantor"), in connection with the Guarantor's proposed guarantees (the "Guarantees"), along with the other guarantors under the Indenture (as defined below), of up to $2,000,000,000 in aggregate principal amount of 8% Senior Notes due 2019 (the "Exchange Notes") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"). The Exchange Notes are to be issued by the Company, and the Guarantees are to be made by the Guarantor, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission on or about March 21, 2012. The Exchange Notes and the Guarantees will be issued pursuant to an Indenture dated as of November 22, 2011 among the Company, the Guarantor, the additional guarantors named therein and U.S. Bank National Association, as trustee (the "Indenture"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantor, along with the other guarantors, pursuant to guarantee provisions in the Indenture. This opinion letter is being furnished in accordance with the requirements of Item 21 of Form S-4 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act of 1933, as amended.

Documents Reviewed

In connection with this opinion letter, we have examined the following documents:

(a) Registration Statement;

(b) the prospectus contained in the Registration Statement (the "Prospectus");

(c) Indenture;

(d) Resolutions of the Board of Directors of the Guarantor authorizing the Guarantees by the Company of the obligations of the Guarantor under the Exchange Notes and the Indenture;

(e) Articles of Incorporation of the Guarantor certified by the Secretary of State of the State of West Virginia as of the 31st day of October 2011;

(f) Certificate of Existence dated January 30, 2012, issued by the Secretary of State of the State of West Virginia, attesting to the corporate status of the Guarantor; and

(g) originals, or copies identified to our satisfaction as being true copies, of such other records, documents and instruments as we have deemed necessary for the purposes of this opinion letter.

Assumptions Underlying Our Opinions

For all purposes of the opinions expressed herein, we have assumed, without independent investigation, the following:

(a) Factual Matters. To the extent that we have reviewed and relied upon (1) certificates of the Guarantor or authorized representatives thereof, (2) representations of the Guarantor set forth in the Indenture, and (3) certificates and assurances from public officials, all of such certificates, representations and assurances are accurate with regard to factual matters.

(b) Signatures. The signatures of all of the individuals signing the certificates and other documents we have reviewed are genuine and such individuals are authorized to sign such certificates and other documents, except that we make no assumption regarding the authority of individuals signing on behalf of the Guarantor.

(c) Authentic and Conforming Documents. All documents submitted to us as originals are authentic, complete and accurate; and all documents submitted to us as copies conform to authentic original documents.

(d) No Amendment. We have assumed that there is no oral or written agreement, understanding, course of dealing or usage of trade that amends any term of the Indenture or any waiver of any such term; and that there has been no mutual mistake of fact or fraud, misrepresentation, duress, undue influence or similar inequitable conduct.

(e) Independent Investigation. We make no representation that we have independently investigated or verified any of the matters that we have assumed for the purposes of this opinion, and, by accepting this opinion, you acknowledge not to have requested, or relied on, any such independent investigation or verification by us. We also do not express any opinion as to compliance with state securities or "Blue Sky" laws or as to compliance with the antifraud provisions of the federal or state securities laws.

Our Opinions

Based on and subject to the foregoing and the other qualifications, limitations and other assumptions set forth in this opinion letter, we are of the opinion that:

1. Organizational Status. Based solely upon the West Virginia Certificate of Authority, the Guarantor is a validly existing corporation under the laws of the State of West Virginia.

2. Power and Authority; Authorization. The Guarantor has the requisite corporate power and authority to execute and deliver, and to perform its obligations under, the Indenture and has taken all necessary corporate action to authorize the execution, delivery and performance thereof.

Qualifications and Limitations

A. We advise you that we represent the Guarantor in the State of West Virginia only in connection with our review of the Indenture. There may be many matters of legal or factual nature concerning the Guarantor with respect to which we have not been consulted and concerning which we have no knowledge.

B. The opinions set forth above are subject to (i) applicable laws relating to bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other similar laws affecting creditors' rights generally, whether now or hereafter in effect, and (ii) general principles of equity, including, without limitation, concepts of materiality, laches, reasonableness, good faith, fair dealing and judicial discretion, and the principles regarding when injunctive or other equitable remedies will be available (regardless of whether considered in a proceeding at law or in equity).

C. We are admitted to practice only in the State of West Virginia. Our opinions are limited to the laws of the State of West Virginia and its political subdivisions and the laws of the United States of America, and we express no opinion as to matters under or involving the laws of any other law or governmental authority.

D. Our opinions are limited to only those laws, rules and regulations that we have, in the exercise of customary professional diligence, but without any special investigation, recognized as generally applicable (including, without limitation, the UCC and the conflicts-of-law principles of the State of West Virginia).

Miscellaneous

The foregoing opinions are being furnished only for the purpose referred to in the first paragraph of this opinion letter and may not be relied upon for any other purpose without our prior written consent. We hereby consent to the filing of this opinion as Exhibit 5.20 to the Registration

Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by West Virginia law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

Very truly yours,

/s/ Steptoe & Johnson PLLC
STEPTOE & JOHNSON PLLC

Exhibit 5.21

Alan C. Bryan
490 North 31st Street
P.O. Box 2529
Billings, MT 59103-2529
Ph: 406.252-3441
Fx: 406.252-3181
abryan@crowleyfleck.com

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Blvd.
Franklin, TN 37067

Re: Evanston Hospital Corporation, a Wyoming corporation
Local Counsel Opinion for the State of Wyoming

Ladies and Gentlemen:

We have acted as local counsel for the State of Wyoming to Evanston Hospital Corporation, a Wyoming corporation (the "Guarantor") in connection with the Guarantor's proposed guarantees (the "Guarantees"), along with the other guarantors under the Indenture (as defined below), of up to $2,000,000,000 in aggregate principal amount of 8% Senior Notes due 2019 (the "Exchange Notes") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Company"). The Exchange Notes are to be issued by the Company, and the Guarantees are to be made by the Guarantor, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission on or about March 21, 2012. The Exchange Notes and the Guarantees will be issued pursuant to an Indenture dated as of November 22, 2011 among the Company, the Guarantor, the additional guarantors named therein and U.S. Bank National Association, as trustee (the "Indenture"). The obligations of the Company under the Exchange Notes will be guaranteed by the Guarantor, along with the other guarantors, pursuant to guarantee provisions in the Indenture. This opinion letter is being furnished in accordance with the requirements of Item 21 of Form S-4 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act of 1933, as amended.

MATERIALS EXAMINED

In our representation of Guarantor, we have examined the following documents:

(i) the Registration Statement;

(ii) the prospectus contained in the Registration Statement (the "Prospectus")

(iii) Indenture;

(iv) Articles of Incorporation of Evanston Hospital Corporation;

(v) Bylaws of Evanston Hospital Corporation;

(vi) Certificate of Existence for Evanston Hospital Corporation issued by the Wyoming Secretary of State dated January 27, 2012 (the "Certificate of Existence");

(vii) Evanston Hospital Corporation Minutes of a Special Meeting of the Board of Directors dated November 7, 2011 (the "Resolutions"); and

(viii) Evanston Hospital Corporation Minutes of the Annual Meeting of the Board of Directors dated July 11, 2011.

The documents identified in items (i) through (viii) above may be referred to herein as the "Transaction Documents," and the documents identified in items (iv) through (viii) above may be referred to herein as the "Corporation Documents".

ASSUMPTIONS

With your permission, as to questions of fact material to this Opinion and without independent verification with respect to the accuracy of such factual matters, we have relied upon the Transaction Documents, certificates of public officials, accuracy of the public record, and the officers and directors of the Guarantor. We have made no independent investigation of the any statements, warranties and representations made by Guarantor in the Transaction Documents or any related matters. With the exception of the Corporate Documents, we have not examined the books and records of the Guarantor.

For purposes of this Opinion, we have assumed, with your approval and without independent investigation, the following:

a. There have been no resolutions, amendments, substitutions, replacements, or restatements of, or otherwise relating to, the Corporate Documents that would materially affect Guarantor's corporate existence, its ability to transact business as contemplated by the Transaction Documents, or otherwise affect the Indenture as the legal, valid, and binding obligation of the Guarantor, enforceable against Guarantor in accordance with the terms thereof.

b. No fraud, mistake, undue influence, duress or criminal activity exists with to the Transaction Documents or any of the matters relevant to the opinions rendered herein.

c. The genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to authentic, original documents of all documents submitted to us as copies, the due authority of the parties executing such documents, and the legal capacity of natural persons.

d. All factual matters, including, without limitation, any representations and warranties, contained in the Transaction Documents, are true and correct as set forth therein.

e. The Indenture is in all material respects in the same form "substantially as set forth in the 'Description of Notes' section of the Offering Documents," as contemplated by Section B of the Resolutions.

OPINION

Based on the foregoing, and subject to the limitations, qualifications and exceptions set forth herein, we express the following Opinions:

Opinion 1. Based solely on the Certificate of Existence, the Guarantor validly exists under the laws of the State of Wyoming. A copy of the Certificate of Existence is attached hereto as Exhibit A, and by this reference made a part hereof.

Opinion 2. Based solely on the Corporate Documents, the Guarantor has the requisite corporate power and authority to execute and deliver and to perform its obligations under the Indenture.

Opinion 3. Based solely on the Corporate Documents, the Guarantor has taken all necessary corporate action to duly authorize the execution, delivery and performance of the Indenture.

LIMITATIONS AND QUALIFICATIONS

The foregoing Opinions are subject to the following limitations, qualifications, and exceptions:

A. Our Opinions are limited to the laws of the State of Wyoming existing on the date of this letter, and we assume no obligation to update or supplement this Opinion. Furthermore, we express no opinion with respect to the compliance with any law, rule or regulation that is a matter of customary practice as understood to be covered only when an opinion refers to it expressly. Without limiting the generality of the foregoing, we express no opinion on local or municipal law, anti-trust, environmental, land use, securities, tax, pension, employee benefit, margin, insolvency, anti-terrorism, money laundering, or investment company laws and regulations.

B. Our opinions are subject to and limited by (a) bankruptcy, insolvency, reorganization, arrangement, moratorium and other similar laws of general applicability relating to or affecting creditors rights generally; (b) fraudulent transfer and fraudulent conveyance laws; and (c) general principles of equity, including, without limitation, concepts of materiality, reasonableness, good faith and fair dealing, regardless of whether considered in a proceeding in equity or at law.

C. No opinion is implied or is to be inferred beyond the matters expressly stated herein. This letter is our opinion as to certain legal conclusions as specifically set forth herein, and does not and shall not be deemed to be a representation or opinion as to any factual matters.

D. This Opinion has been prepared and given in accordance with the customary practice of those lawyers licensed to practice law in the State of Wyoming who regularly give opinions of this kind, type and nature as those matters contained herein. The Opinion Parties have agreed that the interpretation of this Opinion shall be based upon the customary practice of those lawyers licensed to practice law in the State of Wyoming who regularly give opinions of this kind, type and nature as those matters contained herein.

This Opinion is furnished for the benefit of the Company and is not to be quoted in whole or in part or otherwise referred to or disclosed to any person or entity or in any other transaction. Notwithstanding the foregoing, we hereby consent to the filing of this Opinion as Exhibit 5.21 to the Registration Statement on or about the date hereof, to the incorporation by reference of this Opinion into the Registration Statement, and to the reference to our firm in the Prospectus under the caption "Legal Matters." In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Subsidiary Guarantors, may rely upon this Opinion with respect to matters set forth herein that are governed by Wyoming law for purpose of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

Sincerely,

/s/ Alan C. Bryan

Alan C. Bryan
Crowley Fleck PLLP

Exhibit 5.22

HANCOCK, DANIEL, JOHNSON & NAGLE, P.C.

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067
(615) 465-7000

Offer for All Outstanding 8.000% Senior Notes Due 2019 of
CHS/Community Health Systems, Inc. in Exchange for
8.000% Senior Exchange Notes Due 2019 of
CHS/Community Health Systems, Inc.

Ladies and Gentlemen:

We have acted as special counsel for Franklin Hospital Corporation, a Virginia stock corporation (the "Company"), in connection with the Guarantors' proposed guarantees (the "Guarantees"), along with the other guarantors under the Indenture (as defined below), of up to $2,000,000,000 in aggregate principal amount of 8% Senior Notes due 2019 (the "Exchange Notes") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Issuer"). The Exchange Notes are to be issued by the Issuer, and the Guarantees are to be made by the Guarantors, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission on or about March 21, 2012. The Exchange Notes and the Guarantees will be issued pursuant to an Indenture dated as of November 22, 2011 among the Issuer, the Guarantor, the additional guarantors named therein and U.S. Bank National Association, as trustee (the "Indenture"). The obligations of the Issuer under the Exchange Notes will be guaranteed by the Guarantor, along with the other guarantors, pursuant to guarantee provisions in the Indenture. This opinion letter is being furnished in accordance with the requirements of Item 21 of Form S-4 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act of 1933, as amended.

We have been requested by the Issuer to render this opinion. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the Indenture.

For purposes of rendering this opinion, we have examined the following documents:

(i) the Registration Statement;

(ii) the prospectus contained in the Registration Statement (the "Prospectus");

(iii) the Indenture;

(iv) Resolutions of the Board of Directors of the Company dated March 2, 2012 and signed by the Secretary of the Company authorizing the transactions contemplated therein;

(v) Certificate of Existence of the Company dated March 7, 2012 issued by the State Corporation Commission of the Commonwealth of Virginia; and

(vi) Articles of Incorporation and Bylaws of the Company.

The documents identified in items (i) through (vi) above may be referred to herein as the "Transaction Documents", and the documents identified in items (iv) through (vi) above may be referred to herein as the "Company Documents."

In addition, we have reviewed such corporate records of the Company together with such other instruments, certificates of public officials and corporate representatives, and other documents as we have deemed necessary or advisable as a basis for the opinion hereinafter expressed. We have also reviewed and relied upon such certificates of the Company as to factual matters, certificates of public officials and other instruments, documents and agreements as we have deemed necessary or appropriate to enable us to render the opinions set forth below.

We have also examined originals, or copies identified to our satisfaction, of such other documents, instruments, certificates and records as we have considered appropriate in order to render the opinions contained herein. Where we have considered it appropriate, as to certain facts we have relied, without investigation or analysis of any underlying data contained therein, upon certificates or other comparable documents of public officials or other appropriate representatives of the Company.

For purposes of the opinions expressed below, we have assumed (i) the authenticity of all documents submitted to us as originals, (ii) the conformity to the originals of all documents submitted to us as certified, electronic or photostatic copies and the authenticity of the originals, and (iii) the due authorization, execution and delivery of all documents by all parties and the validity and binding effect thereof (other than the authorization, execution and delivery of all documents by the Company and the validity and binding effect thereof upon the Company), and (iv) the due, appropriate and timely filing of all financing statements and/or other instruments required for perfection of any security interests referenced in the Transaction Documents.

We express no opinion to the extent that any Transaction Documents may be impacted by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws affecting the rights of creditors generally; (ii) the exercise of judicial discretion or general principles of equity, whether considered in a proceeding at law or in equity, or public policy, including applicable securities law; (iii) restrictions on the assignment of benefits payable under any governmental health care program; (iv) standards relating to privacy and confidentiality of patient information; and/or (v) standards relating to fraud and forgery.

As to factual matters, we have relied upon all warranties and representations included in the Registration Statement, the Prospectus and the Indenture and contained within the Company Documents and certificates of officers of the Company. Whenever the phrase "to our knowledge" is used herein, it refers to the actual knowledge of the attorneys of this firm involved in the representation of the Company in this transaction without independent investigation.

Based solely on the Company Documents and such investigations as we have deemed appropriate, we are of the opinion that:

1. The Company has been duly incorporated and is validly existing and in good standing under the laws of the Commonwealth of Virginia, with the corporate power and authority to enter into the transactions contemplated by the Guarantee.

2. The Company has the requisite corporate power and authority to execute and delivery and to perform its obligations under the Guarantee.

3. The Company has taken all necessary corporate action to duly authorize the execution, delivery and performance of the Indenture.

The opinions set forth herein are subject to the following qualifications:

(A) In rendering the opinions set forth in paragraph 3 above, we have advised you only as to such knowledge as we have obtained from (a) the certificates of the Company; (b) the Company Documents; and (c) inquiries of officers and employees of the Company. Except to the extent otherwise expressly set forth above, for purposes of this opinion, we have not made an independent review of any agreements, instruments, writs, orders, judgments, rules or other regulations or decrees which may have been executed by or which may now be binding upon the Company, nor have we undertaken to review our internal files or any files of the Company, relating to transactions to which the Company may be a party, or to discuss their transactions or business with any other lawyers in our firm or with any other officers, partners or any employees of the Company.

(B) We do not purport to express an opinion on any laws other than the laws of Virginia and federal law. To the extent the laws of any other state or nation apply with respect to any of the transactions contemplated herein, we have assumed that the laws of such other state or nation are the same as the laws of the Commonwealth of Virginia in all applicable respects. We express no opinion concerning any matter respecting or affected by any laws other than laws that a lawyer in the Commonwealth of Virginia exercising customary professional diligence would reasonably recognize as being directly applicable to the Company and the Transaction Documents or any of them.

This opinion is solely for your benefit. No one but the addressees hereof is entitled to rely upon this opinion without our written consent. Notwithstanding the foregoing, we hereby consent to the filing of this opinion as Exhibit 5.22 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus under the caption “Legal Matters.”

In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by Virginia law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

Finally, we do not undertake to advise you of any changes in the opinions expressed herein from matters that might hereafter arise or be brought to our attention.

Very truly yours,

/s/ Hancock, Daniel, Johnson & Nagle, P.C.

Exhibit 5.23

HANCOCK, DANIEL, JOHNSON & NAGLE, P.C.

March 21, 2012

CHS/Community Health Systems, Inc.
4000 Meridian Boulevard
Franklin, Tennessee 37067
(615) 465-7000

Offer for All Outstanding 8.000% Senior Notes Due 2019 of
CHS/Community Health Systems, Inc. in Exchange for
8.000% Senior Exchange Notes Due 2019 of
CHS/Community Health Systems, Inc.

Ladies and Gentlemen:

We have acted as special counsel for Virginia Hospital Company, LLC, a Virginia limited liability company (the "Company"), in connection with the Guarantors' proposed guarantees (the "Guarantees"), along with the other guarantors under the Indenture (as defined below), of up to $2,000,000,000 in aggregate principal amount of 8% Senior Notes due 2019 (the "Exchange Notes") of CHS/Community Health Systems, Inc., a Delaware corporation (the "Issuer"). The Exchange Notes are to be issued by the Issuer, and the Guarantees are to be made by the Guarantors, in connection with an exchange offer to be made pursuant to a Registration Statement on Form S-4 (such Registration Statement, as supplemented or amended, is hereinafter referred to as the "Registration Statement"), filed with the Securities and Exchange Commission on or about March 21, 2012. The Exchange Notes and the Guarantees will be issued pursuant to an Indenture dated as of November 22, 2011 among the Issuer, the Guarantor, the additional guarantors named therein and U.S. Bank National Association, as trustee (the "Indenture"). The obligations of the Issuer under the Exchange Notes will be guaranteed by the Guarantor, along with the other guarantors, pursuant to guarantee provisions in the Indenture. This opinion letter is being furnished in accordance with the requirements of Item 21 of Form S-4 and Item 601(b)(5)(i) of Regulation S-K promulgated under the Securities Act of 1933, as amended.

We have been requested by the Issuer to render this opinion. Capitalized terms used herein and not otherwise defined shall have the same meaning as in the Indenture.

For purposes of rendering this opinion, we have examined the following documents:

(i) the Registration Statement;

(ii) the prospectus contained in the Registration Statement (the "Prospectus");

(iii) the Indenture;

(iv) Resolutions of the Board of Directors of the Company dated March 2, 2012 and signed by the Secretary of the Company authorizing the transactions contemplated therein;

(v) Certificate of Existence of the Company dated January 26, 2012 issued by the State Corporation Commission of the Commonwealth of Virginia; and

(vi) Articles of Organization and a Limited Liability Company Agreement of the Company.

The documents identified in items (i) through (vi) above may be referred to herein as the "Transaction Documents", and the documents identified in items (iv) through (vi) above may be referred to herein as the "Company Documents."

In addition, we have reviewed such corporate records of the Company together with such other instruments, certificates of public officials and corporate representatives, and other documents as we have deemed necessary or advisable as a basis for the opinion hereinafter expressed. We have also reviewed and relied upon such certificates of the Company as to factual matters, certificates of public officials and other instruments, documents and agreements as we have deemed necessary or appropriate to enable us to render the opinions set forth below.

We have also examined originals, or copies identified to our satisfaction, of such other documents, instruments, certificates and records as we have considered appropriate in order to render the opinions contained herein. Where we have considered it appropriate, as to certain facts we have relied, without investigation or analysis of any underlying data contained therein, upon certificates or other comparable documents of public officials or other appropriate representatives of the Company.

For purposes of the opinions expressed below, we have assumed (i) the authenticity of all documents submitted to us as originals, (ii) the conformity to the originals of all documents submitted to us as certified, electronic or photostatic copies and the authenticity of the originals, and (iii) the due authorization, execution and delivery of all documents by all parties and the validity and binding effect thereof (other than the authorization, execution and delivery of all documents by the Company and the validity and binding effect thereof upon the Company), and (iv) the due, appropriate and timely filing of all financing statements and/or other instruments required for perfection of any security interests referenced in the Transaction Documents.

We express no opinion to the extent that any Transaction Documents may be impacted by (i) applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other laws affecting the rights of creditors generally; (ii) the exercise of judicial discretion or general principles of equity, whether considered in a proceeding at law or in equity, or public policy, including applicable securities law; (iii) restrictions on the assignment of benefits payable under any governmental health care program; (iv) standards relating to privacy and confidentiality of patient information; and/or (v) standards relating to fraud and forgery.

As to factual matters, we have relied upon all warranties and representations included in the Registration Statement, the Prospectus and the Indenture and contained within the Company Documents and certificates of officers of the Company. Whenever the phrase "to our knowledge" is used herein, it refers to the actual knowledge of the attorneys of this firm involved in the representation of the Company in this transaction without independent investigation.

Based solely on the Company Documents and such investigations as we have deemed appropriate, we are of the opinion that:

1. The Company has been duly organized and is validly existing and in good standing under the laws of the Commonwealth of Virginia, with the corporate power and authority to enter into the transactions contemplated by the Guarantee.

2. The Company has the requisite corporate power and authority to execute and delivery and to perform its obligations under the Guarantee.

3. The Company has taken all necessary corporate action to duly authorize the execution, delivery and performance of the Indenture.

The opinions set forth herein are subject to the following qualifications:

(A) In rendering the opinions set forth in paragraph 3 above, we have advised you only as to such knowledge as we have obtained from (a) the certificates of the Company; (b) the Company Documents; and (c) inquiries of officers and employees of the Company. Except to the extent otherwise expressly set forth above, for purposes of this opinion, we have not made an independent review of any agreements, instruments, writs, orders, judgments, rules or other regulations or decrees which may have been executed by or which may now be binding upon the Company, nor have we undertaken to review our internal files or any files of the Company, relating to transactions to which the Company may be a party, or to discuss their transactions or business with any other lawyers in our firm or with any other officers, partners or any employees of the Company.

(B) We do not purport to express an opinion on any laws other than the laws of Virginia and federal law. To the extent the laws of any other state or nation apply with respect to any of the transactions contemplated herein, we have assumed that the laws of such other state or nation are the same as the laws of the Commonwealth of Virginia in all applicable respects. We express no opinion concerning any matter respecting or affected by any laws other than laws that a lawyer in the Commonwealth of Virginia exercising customary professional diligence would reasonably recognize as being directly applicable to the Company and the Transaction Documents or any of them.

This opinion is solely for your benefit. No one but the addressees hereof is entitled to rely upon this opinion without our written consent. Notwithstanding the foregoing, we hereby consent to the filing of this opinion as Exhibit 5.23 to the Registration Statement on or about the date hereof, to the incorporation by reference of this opinion of counsel into the Registration Statement and to the reference to our firm in the Prospectus under the caption “Legal Matters.”

In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the Securities Act. Kirkland & Ellis LLP, legal counsel to the Company and each of the Guarantors, may rely upon this opinion with respect to matters set forth herein that are governed by Virginia law for purposes of its opinion being delivered and filed as Exhibit 5.1 to the Registration Statement.

Finally, we do not undertake to advise you of any changes in the opinions expressed herein from matters that might hereafter arise or be brought to our attention.

Very truly yours,

/s/ Hancock, Daniel, Johnson & Nagle, P.C.

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-4 of our reports dated February 22, 2012, relating to the consolidated financial statements and financial statement schedule of Community Health Systems, Inc. and subsidiaries (the "Company") and the effectiveness of the Company's internal control over financial reporting, appearing in the Annual Report on Form 10-K of Community Health Systems, Inc. for the year ended December 31, 2011, and to the reference to us under the heading "Experts" in the Prospectus, which is part of this Registration Statement.

/s/ Deloitte & Touche LLP

Nashville, Tennessee
March 21, 2012