
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

July 13, 2005 (July 8, 2005)

Date of Report (date of earliest event reported)

COMMUNITY HEALTH SYSTEMS, INC.

(Exact name of Registrant as specified in charter)

Delaware
(State or other jurisdiction
of incorporation)

001-15925
(Commission File Number)

13-3893191
(I.R.S. Employer
Identification No.)

155 Franklin Road, Suite 400
Brentwood, Tennessee 37027
(Address of principal executive offices)
Registrant's telephone number, including area code: (615) 373-9600

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
 - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
 - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
 - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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ITEM 1.01. Entry into a Material Definitive Agreement.

Amendment to Amended and Restated Credit Agreement

On July 8, 2005, CHS/Community Health Systems, Inc. (the “Borrower”), a wholly-owned subsidiary of Community Health Systems, Inc. (the “Company”), entered into an amendment with the lenders under its \$1,625,000,000 Amended and Restated Credit Agreement dated as of August 19, 2004, as amended (the “Credit Agreement”), among the Borrower, the Company, as guarantor, the several lenders, JP Morgan Chase Bank, as Administrative Agent, Wachovia Bank, National Association, as Syndication Agent, and Bank of America, N.A., as Documentation Agent.

The amendment provides the Company with additional flexibility to prepay, redeem, defease or acquire the Company’s \$287.5 million 4.25% Convertible Subordinated Notes, which are due in 2008, but become callable on October 15, 2005. The amendment gives the Company the ability, subject to certain conditions, to use cash and/or revolver borrowings to prepay, redeem, defease or acquire such convertible notes. The amendment also extends the 1% prepayment premium for optional prepayments of the term loans in connection with a repricing of the term loans from the first anniversary to the second anniversary of the Credit Agreement, or August 19, 2006.

While the Company is presently reviewing various alternatives regarding the 4.25% Convertible Subordinated Notes, the Company has not reached any decision whether to implement any prepayment, redemption, defeasement or acquisition of the 4.25% Convertible Subordinated Notes or the terms of any such prepayment, redemption, defeasement or acquisition.

In the past, JP Morgan Chase Bank, Wachovia Bank, National Association, Bank of America, N.A. and certain of the other lenders, or their respective affiliates, have rendered various services to the Company, including investment banking and other financial advice and services.

ITEM 9.01. Financial Statements and Exhibits.

Exhibit 10.1 Second Amendment dated as of July 8, 2005, to the Amended and Restated Credit Agreement dated as of August 19, 2004, among CHS/Community Health Systems, Inc., Community Health Systems, Inc., the several lenders thereto, JP Morgan Chase Bank, as Administrative Agent, Wachovia Bank, National Association, as Syndication Agent, and Bank of America, N.A., as Documentation Agent

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SIGNATURES

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

Date: July 13, 2005

COMMUNITY HEALTH SYSTEMS, INC.
(Registrant)

By: /s/ Wayne T. Smith
Wayne T. Smith
Chairman of the Board, President and Chief Executive
Officer (principal executive officer)

By: /s/ W. Larry Cash
W. Larry Cash
Executive Vice President, Chief Financial Officer and
Director (principal financial officer)

SECOND AMENDMENT

SECOND AMENDMENT, dated as of July 8, 2005 (this "Second Amendment"), representing an amendment to the Amended and Restated Credit Agreement, dated as of August 19, 2004 (as amended by the First Amendment and Waiver dated as of December 16, 2004, the "Credit Agreement"), among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the "Borrower" or "CHS"), COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation ("Parent"), the several lenders from time to time parties thereto (the "Lenders"), WACHOVIA BANK, NATIONAL ASSOCIATION, as syndication agent (in such capacity, the "Syndication Agent"), BANK OF AMERICA, N.A., as documentation agent (in such capacity, the "Documentation Agent") and JPMORGAN CHASE BANK, N.A. (f/k/a JPMorgan Chase Bank), as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

W I T N E S S E T H :
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WHEREAS, the Borrower, Parent, the Syndication Agent, the Documentation Agent, the Administrative Agent and the Lenders are parties to the Credit Agreement;

WHEREAS, the Borrower and Parent have requested that the Administrative Agent and the Required Lenders agree to amend certain provisions of the Credit Agreement; and

WHEREAS, the Administrative Agent and the Lenders parties hereto are willing to agree to the requested amendments, but only upon the terms and conditions set forth herein;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the premises contained herein, the parties hereto agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms which are defined in the Credit Agreement are used herein as defined therein.

2. Amendment to Subsection 4.5(b). Subsection 4.5(b) of the Credit Agreement is hereby amended by replacing the phrase "first anniversary" with the phrase "second anniversary."

3. Amendments to Subsection 8.12(a). (a) Clause (ii)(x) of Subsection 8.12(a) is hereby amended by inserting the phrase "Existing Convertible Subordinated Debt," immediately before the phrase "Convertible Subordinated Debt."

(b) The proviso to clause (iii) of Subsection 8.12(a) of the Credit Agreement is hereby amended by (i) inserting "(x)" between the words "with" and "the" in such proviso, (ii) inserting the phrase "under this clause (x)" between the words "acquisitions" and "shall" in such proviso and (iii) adding the following to the end of such proviso:

"or (y) cash and Cash Equivalents then held by the Borrower or the proceeds of borrowings of Revolving Credit Loans, so long as (I) the aggregate amount of such cash, Cash Equivalents and proceeds are used to prepay, redeem or acquire the Existing Convertible Subordinated Debt or any Convertible Subordinated Debt or High Yield Subordinated Debt issued in exchange for, or to extend, renew or refinance, a like amount of Existing Convertible Subordinated Debt, (II) such prepayment, redemption or acquisition is not prohibited under the terms of any High Yield Subordinated Debt and (III) no Default or Event of Default has occurred and is continuing."

4. Amendment to Subsection 8.12(b). Subsection 8.12(b) is hereby amended by deleting such Subsection in its entirety and substituting, in lieu thereof, the following:

"(b)(i) Make any payment in violation of any of the subordination provisions of any Existing Convertible Subordinated Debt, Convertible Subordinated Debt or High Yield Subordinated Debt; or (ii) waive or otherwise relinquish any of its rights or causes of action arising under or arising out of the terms of any Existing Convertible Subordinated Debt, Convertible Subordinated Debt or High Yield Subordinated Debt; or (iii) consent to any amendment, modification or supplement to the terms of any Existing Convertible Subordinated Debt, Convertible Subordinated Debt or High Yield Subordinated Debt except with the consent of the Required Lenders, provided, that no such consent shall be required so long as (A) no Default or Event of Default shall have occurred and be continuing and (B) such amendment, modification or supplement is not materially adverse to the Lenders (it being understood that (x) any increase of the interest rate, shortening of the tenor, addition of prepayment requirements, guarantees or collateral, or change to the terms and provisions relating to subordination, of any such Existing Convertible Subordinated Debt, Convertible Subordinated Debt or High Yield Subordinated Debt shall be deemed materially adverse to the Lenders and (y) any change therein which would permit a prepayment, redemption, defeasance, discharge or acquisition of the Existing Convertible Subordinated Debt (or any Convertible Subordinated Debt or High Yield Subordinated Debt issued in exchange for, or to extend, renew or refinance, such Existing Convertible Subordinated Debt) permitted hereunder shall be deemed not to be materially adverse to the Lenders); or (iv) make any optional payment or prepayment on or redeem or otherwise acquire, purchase or defease any Existing Convertible Subordinated Debt, Convertible Subordinated Debt or High Yield Subordinated Debt, provided that Parent may optionally prepay, redeem, discharge, defease or acquire any Existing Convertible Subordinated Debt, Convertible Subordinated Debt or High Yield Subordinated Debt (A) with the proceeds of (I) any and all prepayments, redemptions and acquisitions of the Subordinated Note or, as applicable, an Additional Subordinated Note by the Borrower pursuant to clause (a)(iii) above, (II) issuances of any Convertible Subordinated Debt or any High Yield Subordinated Debt or (III) any public offering of shares of common stock of Parent net of any fees or expenses (including underwriting commissions)

incurred in connection with the issuance thereof, in each case to the extent the Net Proceeds thereof are not required to be used to make a prepayment required by subsection 4.6, (B) in exchange for shares of common stock of Parent or (C) in exchange for any Convertible Subordinated Debt or any High Yield Subordinated Debt."

5. Conditions to Effectiveness of this Second Amendment. This Second Amendment shall become effective upon receipt by the Administrative Agent of counterparts of this Second Amendment duly executed by each of the Borrower, Parent and the Administrative Agent and consented to by the Required Lenders (such date, the "Second Amendment Effective Date").

6. Representations and Warranties. On and as of the date hereof and after giving effect to this Second Amendment, the Borrower hereby confirms, reaffirms and restates the representations and warranties set forth in Section 5 of the Credit Agreement mutatis mutandis, except to the extent that such representations and warranties expressly relate to a specific earlier date in which case the Borrower hereby confirms, reaffirms and restates such representations and warranties as of such earlier date, provided that the references to the Credit Agreement in such representations and warranties shall be deemed to refer to the Credit Agreement as amended pursuant to this Amendment.

7. Continuing Effect; No Other Amendments. Except as expressly set forth in this Second Amendment, all of the terms and provisions of the Credit Agreement are and shall remain in full force and effect and the Borrower shall continue to be bound by all of such terms and provisions. The amendments provided for herein are limited to the specific subsections of the Credit Agreement specified herein and shall not constitute an amendment of, or an indication of the Administrative Agent's or the Lenders' willingness to amend or waive, any other provisions of the Credit Agreement or the same subsections for any other date or purpose.

8. Expenses. The Borrower agrees to pay and reimburse the Administrative Agent for all its reasonable costs and expenses incurred in connection with the preparation and delivery of this Second Amendment, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent.

9. Counterparts. This Second Amendment may be executed by one or more of the parties to this Second Amendment on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Second Amendment signed by the parties hereto shall be delivered to the Borrower and the Administrative Agent. The execution and delivery of this Second Amendment by any Lender shall be binding upon each of its successors and assigns (including transferees of its Commitments and Loans in whole or in part prior to effectiveness hereof) and binding in respect of all of its Commitments and Loans, including any acquired subsequent to its execution and delivery hereof and prior to the effectiveness hereof.

10. GOVERNING LAW. THIS SECOND AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SECOND AMENDMENT

SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ James W. Doucette

Name: James W. Doucette
Title: Vice President & Treasurer

COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ James W. Doucette

Name: James W. Doucette
Title: Vice President & Treasurer

JPMORGAN CHASE BANK, N.A., as
Administrative Agent and as a Lender

By: /s/ Dawn Lee Lum

Name: Dawn Lee Lum
Title: Vice President

[Signatures of lenders omitted]