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

FORM 8-K

CURRENT REPORT

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

December 13, 2006 (December 13, 2006)

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.)

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (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 (Modification of) a Material Definitive Agreement

On December 13, 2006, the registrant, Community Health Systems, Inc. (the "Company") entered into two amendments to the \$1.625 billion Amended and Restated Credit Agreement, dated as of August 19, 2004, as amended as of December 16, 2004, and as of July 8, 2005 (the "Credit Agreement"), among the Company's wholly owned subsidiary, CHS/CHS Community Health Systems, Inc. (the "Borrower"), the Company, the several lenders parties thereto from time to time, JP Morgan Chase Bank, as Administrative Agent, Wachovia Bank, National Association, as Syndication Agent, and Bank of America, National Association, as Documentation Agent.

The First Incremental Facility Amendment, dated as of December 13, 2006, provides for an additional tranche of term loans to the Credit Agreement in an aggregate principal amount of \$400,000,000 (the "Incremental Term Loan Facility"). The full amount of the Incremental Term Loan Facility was funded on December 13, 2006, and the proceeds were used to repay the full outstanding amount (approximately \$326 million) of the revolving credit facility under the Credit Agreement (which will remain available for general corporate purposes) and the balance is available to be used for general corporate purposes. The Incremental Term Loan Facility has the same interest rate margins as the other term loans under the Credit Agreement (at the Borrower's option, 1.75% for Eurodollar loans or 0.75% for alternate base rate loans) and matures on February 29, 2012.

A copy of the First Incremental Facility Amendment is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

The Third Amendment to the Credit Agreement, dated as of December 13, 2006, provides the Borrower with flexibility to use the proceeds of any future subordinated debt offerings to repay either the revolving credit facility and/or the term loans under the Credit Agreement, increases the basket for dividends or stock repurchases to \$300,000,000 (plus proceeds from employee stock issuances) after the date of such amendment, refreshes certain negative covenants and prepayment thresholds and amends certain other negative covenants.

A copy of the Third Amendment is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

Certain of the agents and lenders under the Credit Agreement and their affiliates have performed various financial advisory, investment banking and commercial banking services from time to time for the Company and its affiliates for which they have received customary fees and expenses. Such persons may in the future from time to time engage in transactions with and perform services for the Company and its affiliates in the ordinary course of their respective businesses.

The Company issued a press release on December 13, 2006, making this announcement; a copy of this press release is filed as Exhibit 99.1 to this Report and is incorporated by reference into this Item 1.01.

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

The disclosures under Item 1.01 of this report relating to the Incremental Term Loan Facility are also responsive to Item 2.03 of this report and are incorporated by reference into this Item 2.03.

ITEM 8.01 Other Events

On December 13, 2006, the Company announced an open market share repurchase program of up to five million (5,000,000) shares of the Company's common stock, par value \$.01 per share, not to exceed total purchases under the program of \$200,000,000.

The Company issued a press release on December 13, 2006, making this announcement; a copy of this press release is filed as Exhibit 99.2 to this Report and is incorporated by reference into this Item 8.01.

ITEM 9.01 Financial Statements and Exhibits

(c) Exhibits.

- 10.1 First Incremental Facility Amendment, dated as of December 13, 2006, among CHS/CHS Community Health Systems, Inc., Community Health Systems, Inc., the several banks and other financial institutions lenders parties thereto, JP Morgan Chase Bank, as Administrative Agent, Wachovia Bank, National Association, as Syndication Agent, and Bank of America, National Association, as Documentation Agent. (Credit Agreement)
 - 10.2 Third Amendment, dated December 13, 2006, among CHS/CHS Community Health Systems, Inc., Community Health Systems, Inc., the several the several banks and other financial institutions lenders parties thereto, JP Morgan Chase Bank, as Administrative Agent, Wachovia Bank, National Association, as Syndication Agent, and Bank of America, National Association, as Documentation Agent. (Credit Agreement)
 - 99.1 Press Release dated December 13, 2006 (Credit Agreement)
 - 99.2 Press Release dated December 13, 2006 (Share Repurchase Program)
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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: December 13, 2006

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)

Up To \$400,000,000
FIRST INCREMENTAL FACILITY AMENDMENT
dated as of December 13, 2006
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 Banks And Other Financial Institutions
From Time To Time Parties Thereto,
BANK OF AMERICA, N.A.,
as Documentation Agent,
WACHOVIA BANK, NATIONAL ASSOCIATION,
as Syndication Agent,
and
JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders Thereunder

FIRST INCREMENTAL FACILITY AMENDMENT dated as of December 13, 2006 (this "First Incremental Facility Amendment"), to the Amended and Restated Credit Agreement, dated as of August 19, 2004, as amended (the "Credit Agreement"), among CHS/Community Health Systems, Inc. (the "Borrower"), Community Health Systems, Inc. ("Parent"), the several banks and other financial institutions from time to time parties thereto (the "Lenders"), Bank of America, N.A., as documentation agent, Wachovia Bank, National Association, as syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders thereunder (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Borrower, Parent, the Administrative Agent and the Lenders are parties to the Credit Agreement;

WHEREAS, subsection 2.4 of the Credit Agreement provides that the Borrower and the Administrative Agent may amend the Credit Agreement to provide for one or more additional tranches of term loans with the consent of the Lenders (which may be new Lenders) providing such additional term loans, subject to the limitations and restrictions therein;

WHEREAS, the Borrower desires to add an additional tranche of term loans to the Credit Agreement in an aggregate amount of up to \$400,000,000, and the Administrative Agent is willing to enter into this First Incremental Facility Amendment to provide for such additional tranche of term loans; and

WHEREAS, the Lenders (including the new Lenders) parties to this First Incremental Facility Amendment are willing to commit to make, and to make, term loans under the additional tranche desired by the Borrower in the respective principal amounts set forth with their signatures to this First Incremental Facility Amendment;

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. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement shall have their defined meanings when used herein.

2. Amendment to Subsection 1.1. Subsection 1.1 of the Credit Agreement is hereby amended by inserting the following definition in appropriate alphabetical order:

"Incremental Term Loan Maturity Date": February 29, 2012.

3. Additional Term Loan Commitments. Subject to the terms and conditions of the Credit Agreement and this First Incremental Facility Amendment, each

Lender (including each new Lender) party hereto severally agrees to make a term loan (a “First Incremental Facility Term Loan”) to the Borrower in a single drawing on the First Incremental Facility Amendment Effective Date (as defined below) in the amount set forth with its signature to this First Incremental Facility Amendment (the “First Incremental Facility Term Commitment” of such Lender). The First Incremental Facility Term Loans shall have the terms set forth below and, except as set forth below, shall otherwise be treated as “Term Loans” under the Credit Agreement (including for purposes of sharing on a ratable basis in prepayments of Term Loans):

(a) Applicable Margin. The Applicable Margin for each First Incremental Facility Term Loan for each day shall be the rate per annum for the relevant Type of such First Incremental Facility Term Loan set forth below:

ABR Loan

0.75%

Eurodollar Loan

1.75%

(b) Repayment. The First Incremental Facility Term Loan of each Lender shall mature in 22 consecutive installments, each of which shall be in an amount equal to the percentage that such Lender’s First Incremental Term Commitment bears of the First Incremental Term Commitments of all the Lenders (such percentage, the “First Incremental Term Commitment Percentage” of such Lender) multiplied by the amount set forth below opposite the date of such installment:

<u>Installment</u>	<u>Principal Amount</u>
December 31, 2006	\$ 1,000,000
March 31, 2007	\$ 1,000,000
June 30, 2007	\$ 1,000,000
September 30, 2007	\$ 1,000,000
December 31, 2007	\$ 1,000,000
March 31, 2008	\$ 1,000,000
June 30, 2008	\$ 1,000,000
September 30, 2008	\$ 1,000,000
December 31, 2008	\$ 1,000,000
March 31, 2009	\$ 1,000,000
June 30, 2009	\$ 1,000,000
September 30, 2009	\$ 1,000,000
December 31, 2009	\$ 1,000,000
March 31, 2010	\$ 1,000,000
June 30, 2010	\$ 1,000,000
September 30, 2010	\$ 1,000,000
December 31, 2010	\$ 1,000,000
March 31, 2011	\$ 1,000,000
June 30, 2011	\$ 1,000,000
September 30, 2011	\$ 1,000,000
December 31, 2011	\$ 1,000,000
Incremental Term Loan Maturity Date	\$379,000,000

(c) Amendment to Subsection 8.1. Subsection 8.1 of the Credit Agreement with respect to the First Incremental Term Loan is hereby deleted in its entirety and substituting in lieu thereof the following:

(a) Consolidated Total Indebtedness to Annualized Consolidated EBITDA. Permit for any period of four consecutive fiscal quarters ending during any fiscal year listed below, commencing with the fiscal quarter ending December 31, 2006, the ratio of Consolidated Total Indebtedness as of the end of such period to Annualized Consolidated EBITDA for such period to be more than the ratio set forth opposite the fiscal year below:

Fiscal Year Ending	Ratio
December 31, 2006	4.25 to 1
December 31, 2007	4.25 to 1
December 31, 2008	4.00 to 1
December 31, 2009	4.00 to 1
December 31, 2010	3.75 to 1
December 31, 2011	3.75 to 1
Thereafter	3.75 to 1

(b) Interest Coverage Ratio. Permit for any period of four consecutive fiscal quarters ending during any fiscal year listed below, commencing with the fiscal quarter ending December 31, 2006, the ratio of (i) Annualized Consolidated EBITDA for such period to (ii) Consolidated Interest Expense for such period to be less than the ratio set forth opposite the fiscal year below:

Fiscal Year Ending	Ratio
December 31, 2006	3.25 to 1
December 31, 2007	3.25 to 1
December 31, 2008	3.25 to 1
December 31, 2009	3.25 to 1
December 31, 2010	3.25 to 1
December 31, 2011	3.25 to 1
Thereafter	3.25 to 1

(c) Fixed Charge Coverage Ratio. Permit for any period of four consecutive fiscal quarters ending during any fiscal year listed below, commencing with the fiscal quarter ending December 31, 2006, the ratio of (i) Annualized Consolidated EBITDA for such period minus Principal Debt Payments minus Capital Expenditures (other than Replacement Capital Expenditures) made during such period to (ii) Consolidated Interest Expense (such ratio for any such period, the "Fixed Charge Coverage Ratio") to be less than the ratio set forth opposite the fiscal year below:

Fiscal Year Ending	Ratio
December 31, 2006	1.50 to 1
December 31, 2007	1.50 to 1
December 31, 2008	1.50 to 1
December 31, 2009	1.50 to 1
December 31, 2010	1.50 to 1
December 31, 2011	1.50 to 1
Thereafter	1.50 to 1

(d) Amendment to Subsection 8.8. Subsection 8.8 of the Credit Agreement with respect to the First Incremental Term Loan is hereby deleted in its entirety and substituting in lieu thereof the following:

"8.8 Capital Expenditures. Make or commit to make Capital Expenditures (other than Replacement Capital Expenditures) in any fiscal year exceeding (i) \$325,000,000 for fiscal year 2006 of the Borrower, (ii) \$350,000,000 for fiscal year 2007 of the Borrower, (iii) \$375,000,000 for fiscal year 2008 of the Borrower, (iv) \$425,000,000 for fiscal year 2009 of the Borrower, (v) \$475,000,000 for fiscal year 2010 of the Borrower, (vi) \$525,000,000 for fiscal year 2011 of the Borrower, and (vii) \$575,000,000 for fiscal year 2012 of the Borrower, plus, in each case an amount equal to (A) 5% of the excess, if any, of (i) net revenues generated during the immediately preceding fiscal year from Permitted Acquisitions since January 1, 2002 (with such net revenues to be annualized for any Permitted Acquisition made during such immediately preceding fiscal year based upon the period during such fiscal year commencing on the date of such Permitted Acquisition) over (ii) \$120,000,000 times the number of completed fiscal years since January 1, 2002 and (B) up to 50% of Capital Expenditures permitted to be made in a fiscal year pursuant to the terms of this subsection (including this sentence) not expended in the fiscal year for which they are permitted (which amount may be carried over for expenditure in following fiscal years). For the avoidance of doubt, the Company and its Subsidiaries may incur Replacement Capital Expenditures without being subject to the limitations contained in this subsection 8.8."

(e) Use of Proceeds. The proceeds of the First Incremental Facility Term Loans shall be used for general corporate purposes of the Borrower and its Subsidiaries, including repayment of Revolving Credit Loans.

For the avoidance of doubt, the definitions of the terms “Commitment Percentage” and “Commitments” in subsection 1.1 of the Credit Agreement shall be deemed modified to refer as appropriate to the First Incremental Facility Term Percentage of each Lender and the First Incremental Facility Commitments, respectively.

4. Conditions. This First Incremental Facility Amendment shall become effective, and the agreement of each Lender to make a First Incremental Facility Term Loan in the amount of its First Incremental Facility Term Commitment is conditioned, upon the satisfaction of the following conditions precedent (the effective date of this Amendment, the “First Incremental Facility Amendment Effective Date”):

(a) Amendment. The Administrative Agent shall have received counterparts of this First Incremental Facility Amendment executed by the Borrower and the Administrative Agent and consented to by each Lender set forth on the signature page hereof as of the date hereof.

(b) Reaffirmation of Guarantees and Pledges. The Administrative Agent shall have received a reaffirmation of the Parent Guarantee, the Parent Pledge Agreement, the Subsidiary Guarantees and the Subsidiary Pledge Agreement with reference to the Credit Agreement as amended by this First Incremental Facility Amendment (the “Reaffirmation”), executed and delivered by an authorized officer of Parent, the Borrower and each other Credit Party signatory to the Parent Guarantee, the Parent Pledge Agreement, the Subsidiary Guarantees and/or the Subsidiary Pledge Agreement, substantially in the form attached to the Credit Agreement as Exhibit J, mutatis mutandis, which Reaffirmation shall include a confirmation that such guarantees shall rank senior to any obligations of such Credit Parties in respect of or related to the High Yield Subordinated Notes.

(c) Representations and Warranties. Each of the representations and warranties made by the Borrower in or pursuant to this First Incremental Facility Amendment shall be true and correct in all material respects on and as of the First Incremental Facility Amendment Effective Date.

(d) Administrative Agent. The Administrative Agent shall have received (i) opinions and closing certificates similar to those delivered under the Credit Agreement on the Closing Date (with such changes thereto as the Administrative Agent may agree) and (ii) reasonable evidence of the creation and perfection (including by the filing of UCC financing statements) of all of the security interests granted under the Pledge Agreements or required to be granted thereunder pursuant to the Credit Agreement.

5. Representations And Warranties. In order to induce the Administrative Agent and the Lenders to enter into this First Incremental Facility

Amendment, the Borrower hereby represents and warrants to the Administrative Agent and the Lenders the following:

(a) Representations in the Credit Agreement. The representations and warranties contained in the Credit Documents are true and correct in all material respects on and as of the First Incremental Facility Amendment Effective Date (after giving effect hereto) as if made on and as of the First Incremental Facility Amendment Effective Date (except where such representations and warranties expressly relate to an earlier date in which case such representations and warranties were true and correct in all material respects as of such earlier date); provided that all references to the "Credit Agreement" in any Credit Document shall be and are deemed to refer to this First Incremental Facility Amendment and the Credit Agreement as amended hereby;

(b) Subsidiaries. The Subsidiaries of the Borrower listed on Schedule 5.11(c) constitute all of the Domestic Subsidiaries of the Borrower, and the Subsidiaries listed on Schedule 5.11(d) constitute all of the Foreign Subsidiaries of the Borrower as of the First Incremental Facility Amendment Effective Date. Each Domestic Subsidiary that, as of the First Incremental Facility Amendment Effective Date, is a Non-Significant Subsidiary, a Syndication Subsidiary or a Permitted Joint Venture Subsidiary is indicated as such (or in the case of a Permitted Joint Venture Subsidiary, is indicated as either a "Restricted Joint Venture Subsidiary" or a "Non-Restricted Joint Venture Subsidiary") on Schedule 5.11(c).

6. Miscellaneous. (a) Counterparts and Consent to Third Amendment. This First Incremental Facility Amendment may be executed by one or more of the parties to this First Incremental Facility 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 First Incremental Facility Amendment signed by the parties hereto shall be delivered to the Borrower and the Administrative Agent. Each new Lender that is a party hereto acknowledges and agrees that from and after the First Incremental Facility Amendment Effective Date such new Lender shall be a party to and be bound by the provisions of, and shall make the representations provided for by each Lender in, the Credit Agreement and have the rights and obligations of a Lender thereunder. Each new Lender shall provide an administrative questionnaire and tax forms as required by the Credit Agreement or reasonably requested by the Administrative Agent. Each Lender party hereto hereby consents to the execution and delivery of the Third Amendment, dated as of December 13, 2006, to the Credit Agreement to the same extent as if it were a direct signatory thereto.

(b) Fees and Expenses. The Borrower agrees to pay or reimburse the Administrative Agent for all of its reasonable out-of-pocket costs and expenses in connection with the negotiation, preparation, execution and delivery of this First Incremental Facility Amendment, including without limitation the reasonable fees and expenses of Simpson Thacher & Bartlett LLP.

(c) Continuing Effect, No Other Amendments or Waivers. Except as expressly set forth in this First Incremental Facility 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 or waiver 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.

(d) GOVERNING LAW. THIS FIRST INCREMENTAL FACILITY AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS FIRST INCREMENTAL FACILITY AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties have caused this First Incremental Facility Amendment to be executed and delivered by their respective duly authorized officers as of the day and year first above written.

CHS/COMMUNITY HEALTH SYSTEMS, INC.

By: /s/
Title: Executive Vice President & CFO

COMMUNITY HEALTH SYSTEMS, INC.

By: /s/
Title: Executive Vice President & CFO

[Lender Signature Pages Omitted]

JPMORGAN CHASE BANK, N.A.
individually and as Administrative Agent

BANK OF AMERICA, N.A.,
individually and as Documentation Agent

_____,
as a Lender

THIRD AMENDMENT

THIRD AMENDMENT, dated as of December 13, 2006 (this "Third 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 and the Second Amendment dated as of July 8, 2005, 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").

WITNESSETH:

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;

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; and

WHEREAS, it is expected that substantially contemporaneous with this Third Amendment becoming effective the Credit Agreement will be amended, as contemplated in subsection 2.4 of the Credit Agreement, to provide for an additional tranche of term loans, in the aggregate principal amount of \$400,000,000, with such amendment to be executed and delivered by the Borrower, the Administrative Agent and the Lenders (including new Lenders) committing to make such term loans;

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 Definition of "Asset Sale Prepayment Trigger" in Subsection 1.1. The definition of "Asset Sale Prepayment Trigger" in subsection 1.1 of the Credit Agreement is hereby amended by inserting after the amount "\$75,000,000" in the fifth line thereof the parenthetical phrase "(or, in the case of an Asset Sale after the effective date of

the Third Amendment to this Agreement, the aggregate cash Net Proceeds received in connection with all such Asset Sales on and after the effective date of the Third Amendment to this Agreement exceed \$75,000,000”.

3. Amendment to the Definition of “Contingent Obligation” in Subsection 1.1. The definition of “Contingent Obligation” in subsection 1.1 of the Credit Agreement is hereby amended by inserting after the word “dividends” in the second line thereof the parenthetical phrase “(other than stock dividends of the Parent)”.

4. Amendment to the Definition of “Replacement Capital Expenditures” in Subsection 1.1. The definition of “Replacement Capital Expenditures” in subsection 1.1 of the Credit Agreement is hereby amended by inserting after the word “of” in the second line thereto the parenthetical numeral “(i)” and by inserting after the word “thereafter” in the fifth line thereto the phrase “or (ii) the Hospital in Barstow, California (owned, leased or operated by the Borrower or any of its Subsidiaries or in which the Borrower or any of its Subsidiaries owns an equity interest as of the effective date of the Third Amendment) and the Hospital in Lindenhurst, Illinois”.

5. Amendment to Subsection 2.4. Subsection 2.4 of the Credit Agreement is hereby amended by replacing the phrase “Closing Date” with the phrase “First Incremental Amendment Effective Date”.

6. Amendment to Subsection 4.6(d)(i). Subsection 4.6(d)(i) of the Credit Agreement is hereby deleted in its entirety and inserting in lieu thereof the following:

“(i) Amounts to be applied in connection with prepayments made pursuant to paragraph (a) or (b) above other than from proceeds from issuance of Convertible Subordinated Debt or High Yield Subordinated Debt shall be applied, first, to the ratable prepayment of the Term Loans (in the manner set forth in clause (ii) of this paragraph (d)) and second, to the prepayment of Revolving Credit Loans then outstanding (without any accompanying reduction of the Revolving Credit Commitments). Amounts to be applied in connection with prepayments made pursuant to paragraph (a) above in connection with proceeds from issuance of Convertible Subordinated Debt or High Yield Subordinated Debt shall be applied to the ratable prepayment of the Term Loans (in the manner set forth in clause (ii) of this paragraph (d)) or to the prepayment of Revolving Credit Loans then outstanding (without any accompanying reduction of the Revolving Credit Commitments) in an order to be determined as specified by the Borrower in a notice to the Administrative Agent. Amounts to be applied in connection with prepayments made pursuant to paragraph (c) above shall be applied, first, to the ratable prepayment of the Term Loan installments scheduled to be paid during the next twelve months after the date of such prepayment, in the order that such installments are scheduled to be paid; second, to the prepayment of Revolving Credit Loans then outstanding (without any accompanying reduction of the Revolving Credit Commitments); and third, to the prepayment of the remaining installments of the Term Loans on a pro rata basis.”

7. Amendment to Subsection 8.2(h). Subsection 8.2(h) is hereby amended by inserting at the end of clause (iii)(B) thereof, immediately before the word “and”, the parenthetical phrase “(excluding any such payment in the form of a cash net settlement payment

in connection with the exercise of the conversion right under any Convertible Subordinated Debt, provided that the aggregate principal amount of such payments shall at no time exceed \$350,000,000.”

8. Amendment to Subsection 8.7. Subsection 8.7 is hereby amended by (i) deleting the “and” at the end of paragraph (n) thereof, (ii) deleting the period and inserting in lieu thereof ”; and” at the end of paragraph (o) thereof; and inserting after paragraph (n) thereof the following:

“(p) the Borrower and its Subsidiaries may make Investments in securities convertible into, exchangeable for or exercisable into the shares of capital stock or other equity interests of the Parent.”

9. Amendment to Subsection 8.9. Subsection 8.9 of the Credit Agreement is hereby amended by:

(a) inserting after the phrase “any class of stock” in the fourth line thereof the parenthetical phrase “(other than in exchange for or out of the net cash proceeds to Parent from the substantially concurrent issue or sale of other shares of capital stock or other equity interests of Parent, or warrants, options or rights to purchase or acquire any shares of capital stock or other equity interest of Parent)”.

(b) deleting paragraph (c) thereof in its entirety and inserting in lieu thereof:

“(c) so long as no Default or Event of Default has occurred or would occur after giving effect to such declaration or payment, the Borrower may, from time to time, declare and pay cash dividends or make other distributions to Parent on the common stock of the Borrower (including, without limitation, payments made for the purchase, redemption, retirement or other acquisition of any shares of any class of stock (including, without limitation, the outstanding capital stock of Parent); provided that the proceeds of such dividends shall be used within 30 days of the receipt of such dividends by Parent to repurchase, or pay dividends on, Parent stock and, provided further, that the amount of such cash dividends and other distributions or payments paid or made from and after the effective date of the Third Amendment does not exceed in the aggregate \$300,000,000 plus (to the extent not previously used) the net cash proceeds received by the Parent in respect of any Employee Issuances after the Closing Date; and”.

10. Amendment to Subsection 8.11. Subsection 8.11 of the Credit Agreement is hereby amended by inserting “(i)” after the word “transactions” in the third line thereof and inserting after the word “inventory” in the last line thereof “or (ii) relating to or on the shares of capital stock or other equity interests of the Parent”.

11. Amendment to Subsection 8.15. Subsection 8.15 of the Credit Agreement is hereby amended by replacing the term “24 months” with the term “30 months” and by replacing the amount “\$50,000,000” with the amount “\$75,000,000”.

12. Amendment to Section 11. Section 11 of the Credit Agreement is hereby amended by inserting the following new Subsection 11.14 in its entirety after Subsection 11.13:

“11.14 Confidentiality. Each of the Administrative Agent and each Lender agrees to keep confidential all non-public information provided to it by any Credit Party, the Administrative Agent or any Lender pursuant to or in connection with this Agreement that is designated by the provider thereof as confidential; provided that nothing herein shall prevent the Administrative Agent or any Lender from disclosing any such information (a) to the Administrative Agent, any other Lender or any affiliate thereof, (b) subject to an agreement to comply with the provisions of this Section, to any actual or prospective Assignee, (c) to its employees, directors, agents, attorneys, accountants and other professional advisors or those of any of its affiliates, (d) upon the request or demand of any Governmental Authority, (e) in response to any order of any court or other Governmental Authority or as may otherwise be required pursuant to any Requirement of Law, (f) if requested or required to do so in connection with any litigation or similar proceeding, (g) that has been publicly disclosed, (h) to the National Association of Insurance Commissioners or any similar organization or any nationally recognized rating agency that requires access to information about a Lender’s investment portfolio in connection with ratings issued with respect to such Lender, or (i) in connection with the exercise of any remedy hereunder or under any other Credit Document.

“Each Lender acknowledges that information furnished to it pursuant to this Agreement or the other Credit Documents may include material non-public information concerning the Borrower and its Affiliates and their related parties or their respective securities, and confirms that it has developed compliance procedures regarding the use of material non-public information and that it will handle such material non-public information in accordance with those procedures and applicable law, including Federal and state securities laws.

“All information, including requests for waivers and amendments, furnished by the Borrower or the Administrative Agent pursuant to, or in the course of administering, this Agreement or the other Credit Documents will be syndicate-level information, which may contain material non-public information about the Borrower and its Affiliates and their related parties or their respective securities. Accordingly, each Lender represents to the Borrower and the Administrative Agent that it has identified in its administrative questionnaire a credit contact who may receive information that may contain material non-public information in accordance with its compliance procedures and applicable law, including Federal and state securities laws.”

13. Conditions to Effectiveness of this Third Amendment. This Third Amendment shall become effective upon receipt by the Administrative Agent of (i) counterparts of this Third Amendment duly executed by each of the Borrower, Parent and the Administrative Agent and consented to by the Required Lenders (such date, the “Third Amendment Effective Date”) and (ii) a fee for each Lender that has executed and delivered to the Administrative Agent an executed signature page of this Third Amendment by 5:00 p.m., New York time, on December 6, 2006 of 0.05% of the sum of the outstanding principal amount of the Term Loan and the amount of the Revolving Credit Commitment of such Lender.

14. Representations and Warranties. On and as of the date hereof and after giving effect to this Third 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.

15. Continuing Effect; No Other Amendments. Except as expressly set forth in this Third 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.

16. 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 Third Amendment, including, without limitation, the reasonable fees and disbursements of counsel to the Administrative Agent.

17. Counterparts. This Third Amendment may be executed by one or more of the parties to this Third 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 Third Amendment signed by the parties hereto shall be delivered to the Borrower and the Administrative Agent. The execution and delivery of this Third 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.

18. GOVERNING LAW. THIS THIRD AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS THIRD 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 Third 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/ _____
Name: W. Larry Cash
Title: Executive Vice President & CFO

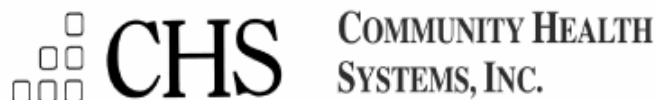
COMMUNITY HEALTH SYSTEMS, INC.

By: /s/ _____
Name: W. Larry Cash
Title: Executive Vice President & CFO

[Lender Signature Pages Omitted]

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

[_____] ,
as a Lender



**COMMUNITY HEALTH SYSTEMS ANNOUNCES
NEW 5 MILLION SHARE OPEN MARKET SHARE REPURCHASE**

FRANKLIN, Tenn. — (December 13, 2006) — Community Health Systems, Inc. (NYSE: CYH) today announced its Board of Directors has approved a new open market share repurchase program for up to five million (5,000,000) shares of the Company's Common Stock.

The open market repurchase program succeeds an existing share repurchase program for up to five million (5,000,000) shares of the Company's Common Stock, which program was initiated on January 13, 2006 and was concluded on November 8, 2006, when the aggregate number of shares of Common Stock repurchased equaled five million (5,000,000). The total cost of purchases (including commissions) pursuant to that program was \$176,315,468, of which 1,175,200 shares at an aggregate cost of \$38,650,090 were repurchased in the fourth quarter of 2006.

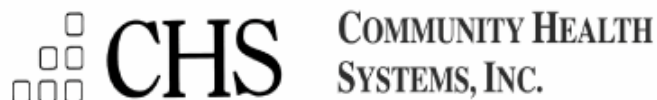
The new open market repurchase program will commence on December 13, 2006, and will terminate on the earlier to occur of the purchase of an aggregate of five million (5,000,000) shares of Common Stock under the new open market stock repurchase program, not to exceed total purchases of \$200,000,000, or December 12, 2009. The Company had approximately 94,996,199 million shares outstanding as of December 13, 2006.

Located in the Nashville, Tennessee, suburb of Franklin, Community Health Systems is a leading operator of general acute care hospitals in non-urban communities throughout the country. Through its subsidiaries, the company currently owns, leases or operates 77 hospitals in 21 states. Its hospitals offer a broad range of inpatient medical and surgical services, outpatient treatment and skilled nursing care. Shares in Community Health Systems, Inc. are traded on the New York Stock Exchange under the symbol "CYH."

Statements contained in this news release regarding expected stock transactions, acquisition transactions and other events are forward-looking statements that involve risk and uncertainties. Actual future events or results may differ materially from these statements. Readers are referred to the documents filed by Community Health Systems, Inc. with the Securities and Exchange Commission, including the Company's annual reports on Form 10-K, quarterly reports on Form 10-Q and current reports on Form 8-K. These filings identify important risk factors and other uncertainties that could cause actual results to differ from those contained in the forward-looking statements. The Company undertakes no obligation to revise or update any forward-looking statements, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

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Investor Contact: W. Larry Cash
Executive Vice President
and Chief Financial Officer
(615) 465-7000



**COMMUNITY HEALTH SYSTEMS, INC. ANNOUNCES
APPROVAL OF AMENDMENTS TO ITS CREDIT AGREEMENT**

FRANKLIN, Tenn. (December 13, 2006) — Community Health Systems, Inc. (NYSE:CYH) today announced the approval of amendments to the existing \$1.625 billion Credit Facility. The Company's wholly-owned subsidiary, CHS/Community Health Systems, Inc., is the borrower under the Credit Facility and the Company is a guarantor. The Credit Facility is syndicated with a group of lenders led by J. P. Morgan Securities Inc. and Banc of America Securities LLC, as joint bookrunners and joint lead arrangers, and Wachovia Bank, National Association, as syndication agent. The amendments add an Incremental Term Loan Facility in the amount of \$400 million with a maturity of February 2012, and also refresh the thresholds of the negative covenants and the prepayment requirements under the Credit Facility. The Incremental Term Loan Facility has been funded and the proceeds were used to repay amounts outstanding under the Credit Facility's revolving credit facility, which may be redrawn to fund general corporate purposes including the acquisition and other capital needs of the Company and its subsidiaries, and the balance will be used for general corporate purposes. The Credit Facility's accordion feature allowing an additional \$400 million in new debt remains in place.

Located in the Nashville, Tennessee suburb of Franklin, Community Health Systems is a leading operator of general acute care hospitals in non-urban communities throughout the country. Through its subsidiaries, the company currently owns, leases, or operates 77 hospitals in 22 states. Its hospitals offer a broad range of inpatient medical and surgical services, outpatient treatment and skilled nursing care. Shares in Community Health Systems, Inc. are traded on the New York Stock Exchange under the symbol "CYH."

Statements contained in this news release regarding credit agreement amendments, their impact on the Company, and other events may include forward-looking statements that involve risks and uncertainties. Actual future events or results may differ materially from these statements. Readers are referred to the documents filed by Community Health Systems, Inc. with the Securities and Exchange Commission, specifically the most recent filings which identify important risk factors that could cause actual results to differ from those contained in the forward-looking statements, including execution of our growth, acquisition, and business strategies. These and other applicable risks are summarized under the caption "risk factors" in the Company's Securities and Exchange Commission filings. The Company undertakes no obligation to revise or update any forward-looking statements, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise.

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Investor Contact: W. Larry Cash
Executive Vice President
And Chief Financial Officer
(615) 465-7000