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

Form 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2012

Commission file number 001-15925

COMMUNITY HEALTH SYSTEMS, INC.

(Exact name of registrant as specified in its charter)

Delaware

*(State or other jurisdiction of
incorporation or organization)*

13-3893191

*(I.R.S. Employer
Identification Number)*

**4000 Meridian Boulevard
Franklin, Tennessee**

(Address of principal executive offices)

37067

(Zip Code)

615-465-7000

(Registrant's telephone number)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

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.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

(Do not check if a smaller reporting company)

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of October 25, 2012, there were outstanding 91,196,196 shares of the registrant's Common Stock, \$0.01 par value.

[Table of Contents](#)

Community Health Systems, Inc.
Form 10-Q
For the Three and Nine Months Ended September 30, 2012

Part I.	Financial Information	Page
Item 1.	Financial Statements:	
	Condensed Consolidated Balance Sheets - September 30, 2012 and December 31, 2011 (Unaudited)	2
	Condensed Consolidated Statements of Income - Three and Nine Months Ended September 30, 2012 and September 30, 2011 (Unaudited)	3
	Condensed Consolidated Statements of Comprehensive Income - Three and Nine Months Ended September 30, 2012 and September 30, 2011 (Unaudited)	4
	Condensed Consolidated Statements of Cash Flows - Nine Months Ended September 30, 2012 and September 30, 2011 (Unaudited)	5
	Notes to Condensed Consolidated Financial Statements (Unaudited)	6
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	44
Item 3.	Quantitative and Qualitative Disclosures about Market Risk	70
Item 4.	Controls and Procedures	70
Part II.	Other Information	
Item 1.	Legal Proceedings	71
Item 1A.	Risk Factors	76
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	77
Item 3.	Defaults Upon Senior Securities	77
Item 4.	Mine Safety Disclosures	77
Item 5.	Other Information	77
Item 6.	Exhibits	78
	Signatures	79
	Index to Exhibits	80

PART I FINANCIAL INFORMATION**Item 1. Financial Statements**

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except share data)
(Unaudited)

ASSETS	September 30, 2012	December 31, 2011
<i>Current assets</i>		
Cash and cash equivalents	\$ 240,650	\$ 129,865
Patient accounts receivable, net of allowance for doubtful accounts of \$2,199,088 and \$1,891,334 at September 30, 2012 and December 31, 2011, respectively	2,091,217	1,834,167
Supplies	364,972	346,611
Prepaid income taxes	20,233	101,389
Deferred income taxes	89,797	89,797
Prepaid expenses and taxes	132,807	112,613
Other current assets	267,735	231,647
Total current assets	<u>3,207,411</u>	<u>2,846,089</u>
<i>Property and equipment</i>		
Less accumulated depreciation and amortization	(2,875,982)	(2,513,552)
Property and equipment, net	<u>7,105,794</u>	<u>6,855,976</u>
<i>Goodwill</i>		
	<u>4,397,473</u>	<u>4,264,845</u>
<i>Other assets, net</i>		
	<u>1,530,477</u>	<u>1,241,930</u>
<i>Total assets</i>	<u>\$ 16,241,155</u>	<u>\$ 15,208,840</u>
LIABILITIES AND EQUITY		
<i>Current liabilities</i>		
Current maturities of long-term debt	\$ 99,194	\$ 63,706
Accounts payable	809,255	748,997
Accrued interest	110,864	110,121
Accrued liabilities	961,910	988,315
Total current liabilities	<u>1,981,223</u>	<u>1,911,139</u>
<i>Long-term debt</i>		
	<u>9,472,869</u>	<u>8,782,798</u>
<i>Deferred income taxes</i>		
	<u>704,725</u>	<u>704,725</u>
<i>Other long-term liabilities</i>		
	<u>999,080</u>	<u>949,990</u>
<i>Total liabilities</i>	<u>13,157,897</u>	<u>12,348,652</u>
<i>Redeemable noncontrolling interests in equity of consolidated subsidiaries</i>		
	<u>370,514</u>	<u>395,743</u>
EQUITY		
<i>Community Health Systems, Inc. stockholders' equity</i>		
Preferred stock, \$.01 par value per share, 100,000,000 shares authorized; none issued	-	-
Common stock, \$.01 par value per share, 300,000,000 shares authorized; 92,161,852 shares issued and 91,186,303 shares outstanding at September 30, 2012, and 91,547,079 shares issued and 90,571,530 shares outstanding at December 31, 2011	922	915
Additional paid-in capital	1,104,570	1,086,008
Treasury stock, at cost, 975,549 shares at September 30, 2012 and December 31, 2011	(6,678)	(6,678)
Accumulated other comprehensive loss	(148,721)	(184,479)
Retained earnings	1,704,396	1,501,330
Total Community Health Systems, Inc. stockholders' equity	<u>2,654,489</u>	<u>2,397,096</u>
<i>Noncontrolling interests in equity of consolidated subsidiaries</i>		
	<u>58,255</u>	<u>67,349</u>
<i>Total equity</i>	<u>2,712,744</u>	<u>2,464,445</u>
<i>Total liabilities and equity</i>	<u>\$ 16,241,155</u>	<u>\$ 15,208,840</u>

See accompanying notes to the condensed consolidated financial statements.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME
(in thousands, except share and per share data)
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Operating revenues (net of contractual allowances and discounts)	\$ 3,696,661	\$ 3,395,773	\$ 11,226,580	\$ 10,183,654
Provision for bad debts	484,631	450,296	1,474,541	1,283,267
<i>Net operating revenues</i>	<u>3,212,030</u>	<u>2,945,477</u>	<u>9,752,039</u>	<u>8,900,387</u>
<i>Operating costs and expenses:</i>				
Salaries and benefits	1,525,111	1,393,151	4,547,532	4,156,614
Supplies	484,212	459,146	1,472,520	1,366,242
Other operating expenses	694,857	623,608	2,140,025	1,893,138
Electronic health records incentive reimbursement	(30,622)	(40,227)	(73,592)	(40,227)
Rent	68,637	64,481	202,324	190,082
Depreciation and amortization	182,207	161,515	536,362	481,046
<i>Total operating costs and expenses</i>	<u>2,924,402</u>	<u>2,661,674</u>	<u>8,825,171</u>	<u>8,046,895</u>
<i>Income from operations</i>	287,628	283,803	926,868	853,492
<i>Interest expense, net</i>	158,565	159,480	462,347	485,928
<i>Loss from early extinguishment of debt</i>	52,024	-	115,453	-
<i>Equity in earnings of unconsolidated affiliates</i>	(7,419)	(8,194)	(32,613)	(38,345)
<i>Income from continuing operations before income taxes</i>	84,458	132,517	381,681	405,909
<i>Provision for income taxes</i>	25,700	36,717	121,038	125,630
<i>Income from continuing operations</i>	<u>58,758</u>	<u>95,800</u>	<u>260,643</u>	<u>280,279</u>
<i>Discontinued operations, net of taxes:</i>				
Loss from operations of entities sold	-	(3,103)	(466)	(4,546)
Impairment of hospitals sold	-	-	-	(47,930)
Loss on sale, net	-	(66)	-	(3,300)
<i>Loss from discontinued operations, net of taxes</i>	<u>-</u>	<u>(3,169)</u>	<u>(466)</u>	<u>(55,776)</u>
<i>Net income</i>	58,758	92,631	260,177	224,503
Less: Net income attributable to noncontrolling interests	14,525	18,327	57,111	53,486
Net income attributable to Community Health Systems, Inc. stockholders	<u>\$ 44,233</u>	<u>\$ 74,304</u>	<u>\$ 203,066</u>	<u>\$ 171,017</u>
<i>Basic earnings (loss) per share attributable to Community Health Systems, Inc. common stockholders:</i>				
Continuing operations	\$ 0.50	\$ 0.87	\$ 2.29	\$ 2.51
Discontinued operations	-	(0.04)	(0.01)	(0.62)
Net income	<u>\$ 0.50</u>	<u>\$ 0.83</u>	<u>\$ 2.28</u>	<u>\$ 1.89</u>
<i>Diluted earnings (loss) per share attributable to Community Health Systems, Inc. common stockholders(1):</i>				
Continuing operations	\$ 0.49	\$ 0.86	\$ 2.27	\$ 2.49
Discontinued operations	-	(0.04)	(0.01)	(0.61)
Net income	<u>\$ 0.49</u>	<u>\$ 0.83</u>	<u>\$ 2.27</u>	<u>\$ 1.87</u>
<i>Weighted-average number of shares outstanding:</i>				
Basic	89,259,950	89,412,310	89,028,249	90,513,665
Diluted	<u>90,009,113</u>	<u>89,857,583</u>	<u>89,464,987</u>	<u>91,256,469</u>

(1) Total per share amounts may not add due to rounding.
See accompanying notes to the condensed consolidated financial statements.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In thousands)
(Unaudited)

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2012	2011	2012	2011
Net income	\$ 58,758	\$ 92,631	\$ 260,177	\$ 224,503
Other comprehensive income (loss), net of income taxes:				
Net change in fair value of interest rate swaps	8,254	2,722	28,766	30,199
Net change in fair value of available-for-sale securities	1,370	(4,029)	3,509	(2,692)
Amortization and recognition of unrecognized pension cost components	1,202	790	3,483	2,369
Other comprehensive income (loss)	10,826	(517)	35,758	29,876
Comprehensive income	69,584	92,114	295,935	254,379
Less: Comprehensive income attributable to noncontrolling interests	14,525	18,327	57,111	53,486
Comprehensive income attributable to Community Health Systems, Inc. stockholders	\$ 55,059	\$ 73,787	\$ 238,824	\$ 200,893

See accompanying notes to the condensed consolidated financial statements.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Nine Months Ended September 30,	
	2012	2011
<i>Cash flows from operating activities</i>		
Net income	\$ 260,177	\$ 224,503
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	536,362	485,917
Stock-based compensation expense	30,708	31,588
Loss on sale, net	-	3,300
Impairment of hospitals sold	-	47,930
Loss from early extinguishment of debt	115,453	-
Excess tax benefit relating to stock-based compensation	(1,545)	(4,616)
Other non-cash expenses, net	22,482	14,279
Changes in operating assets and liabilities, net of effects of acquisitions and divestitures:		
Patient accounts receivable	(227,814)	(90,805)
Supplies, prepaid expenses and other current assets	(68,247)	(31,455)
Accounts payable, accrued liabilities and income taxes	103,156	146,166
Other	7,133	(6,572)
Net cash provided by operating activities	<u>777,865</u>	<u>820,235</u>
<i>Cash flows from investing activities</i>		
Acquisitions of facilities and other related equipment	(312,927)	(209,451)
Purchases of property and equipment	(557,469)	(532,845)
Proceeds from disposition of hospitals and other ancillary operations	-	172,578
Proceeds from sale of property and equipment	4,808	9,251
Increase in other investments	(222,164)	(130,980)
Net cash used in investing activities	<u>(1,087,752)</u>	<u>(691,447)</u>
<i>Cash flows from financing activities</i>		
Proceeds from exercise of stock options	5,750	18,880
Repurchase of restricted stock shares for payroll tax withholding requirements	(9,165)	-
Deferred financing costs	(135,647)	(100)
Excess tax benefit relating to stock-based compensation	1,545	4,616
Stock buy-back	-	(85,790)
Proceeds from noncontrolling investors in joint ventures	535	1,229
Redemption of noncontrolling investments in joint ventures	(39,709)	(4,784)
Distributions to noncontrolling investors in joint ventures	(60,676)	(49,928)
Borrowings under credit agreements	5,924,377	83,000
Issuance of long-term debt	3,825,000	-
Proceeds from receivables facility	300,000	-
Repayments of long-term indebtedness	(9,391,338)	(128,768)
Net cash provided by (used in) financing activities	<u>420,672</u>	<u>(161,645)</u>
<i>Net change in cash and cash equivalents</i>	110,785	(32,857)
<i>Cash and cash equivalents at beginning of period</i>	129,865	299,169
<i>Cash and cash equivalents at end of period</i>	<u>\$ 240,650</u>	<u>\$ 266,312</u>
<i>Supplemental disclosure of cash flow information:</i>		
Interest payments	\$ 461,604	\$ 548,359
Income tax paid (refunds received), net	\$ 55,404	\$ (2,708)

See accompanying notes to the condensed consolidated financial statements.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED)

1. BASIS OF PRESENTATION AND SIGNIFICANT ACCOUNTING POLICIES

The unaudited condensed consolidated financial statements of Community Health Systems, Inc. and its subsidiaries (the “Company”) as of September 30, 2012 and December 31, 2011 and for the three-month and nine-month periods ended September 30, 2012 and September 30, 2011, have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”). In the opinion of management, such information contains all adjustments, consisting only of normal recurring adjustments, necessary for a fair presentation of the results for such periods. All intercompany transactions and balances have been eliminated. The results of operations for the three and nine months ended September 30, 2012, are not necessarily indicative of the results to be expected for the full fiscal year ending December 31, 2012. Certain information and disclosures normally included in the notes to consolidated financial statements have been condensed or omitted as permitted by the rules and regulations of the Securities and Exchange Commission (the “SEC”). The Company believes the disclosures are adequate to make the information presented not misleading. The accompanying unaudited condensed consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto for the year ended December 31, 2011, contained in the Company’s Annual Report on Form 10-K.

Noncontrolling interests in less-than-wholly-owned consolidated subsidiaries of the parent are presented as a component of total equity on the condensed consolidated balance sheets to distinguish between the interests of the parent company and the interests of the noncontrolling owners. Noncontrolling interests that are redeemable or may become redeemable at a fixed or determinable price at the option of the holder or upon the occurrence of an event outside of the control of the Company are presented in mezzanine equity on the condensed consolidated balance sheets.

Allowance for Doubtful Accounts. In July 2011, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2011-07, which requires healthcare organizations that perform services for patients for which the ultimate collection of all or a portion of the amounts billed or billable cannot be determined at the time services are rendered to present all bad debt expense associated with patient service revenue as an offset to the patient service revenue line item in the statement of operations. The ASU also requires qualitative disclosures about the Company’s policy for recognizing revenue and bad debt expense for patient service transactions and quantitative information about the effects of changes in the assessment of collectibility of patient service revenue. This ASU was adopted by the Company on January 1, 2012. Upon adoption, the Company’s provision for bad debts was presented as a reduction of operating revenues after contractual adjustments and discounts. The condensed consolidated statement of income for the three and nine months ended September 30, 2011 has been retrospectively revised to present the provision for bad debts as a reduction of operating revenues for comparative purposes with the September 30, 2012 presentation.

Accounts receivable are reduced by an allowance for amounts that could become uncollectible in the future. Substantially all of the Company’s receivables are related to providing healthcare services to its hospitals’ patients.

The Company estimates the allowance for doubtful accounts by reserving a percentage of all self-pay accounts receivable without regard to aging category, based on collection history, adjusted for expected recoveries and, if present, anticipated changes in trends. For all other non-self-pay payor categories, the Company reserves 100% of all accounts aging over 365 days from the date of discharge. The percentage used to reserve for all self-pay accounts is based on the Company’s collection history. The Company collects substantially all of its third-party insured receivables, which include receivables from governmental agencies.

Collections are impacted by the economic ability of patients to pay and the effectiveness of the Company’s collection efforts. Significant changes in payor mix, business office operations, economic conditions or trends in federal and state governmental healthcare coverage could affect the Company’s collection of accounts receivable and the estimates of the collectability of future accounts receivable. The process of estimating the allowance for doubtful accounts requires the Company to estimate the collectability of self-pay accounts receivable, which is primarily based on its collection history, adjusted for expected recoveries and, if available, anticipated changes in collection trends. The Company also continually reviews its overall reserve adequacy by monitoring historical cash collections as a percentage of trailing net revenue less provision for bad debts, as well as by analyzing current period net revenue and admissions by payor classification, aged accounts receivable by payor, days revenue outstanding, and the impact of recent acquisitions and dispositions.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Operating revenues, net of contractual allowances and discounts (but before the provision for bad debts), recognized during the three and nine months ended September 30, 2012 and 2011, were as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Medicare	\$ 953,603	\$ 893,680	\$ 2,968,647	\$ 2,736,213
Medicaid	387,034	325,901	1,098,691	995,658
Managed Care and other third-party payors	1,862,657	1,753,101	5,681,006	5,204,778
Self-pay	493,367	423,091	1,478,236	1,247,005
Total	\$ 3,696,661	\$ 3,395,773	\$ 11,226,580	\$ 10,183,654

Electronic Health Records Incentive Reimbursement. The American Recovery and Reinvestment Act of 2009 included provisions for implementing health information technology under the Health Information Technology for Economic and Clinical Health Act (“HITECH”). These provisions were designed to increase the use of electronic health records (“EHR”) technology and establish the requirements for a Medicare and Medicaid incentive payments program beginning in 2011 for eligible hospitals and providers that adopt and meaningfully use certified EHR technology. Eligibility for annual Medicare incentive payments is dependent on providers demonstrating meaningful use of EHR technology in each period over a four-year period. Initial Medicaid incentive payments are available to providers that adopt, implement or upgrade certified EHR technology; but providers must demonstrate meaningful use of such technology in subsequent years to qualify for additional incentive payments. Medicaid EHR incentive payments are fully funded by the federal government and administered by the states; however, the states are not required to offer EHR incentive payments to providers.

The Company recognized approximately \$30.6 million and \$40.2 million during the three months ended September 30, 2012 and 2011, respectively, and \$73.6 million and \$40.2 million during the nine months ended September 30, 2012 and 2011, respectively, of incentive reimbursement for HITECH incentives from Medicare and Medicaid related to certain of the Company’s hospitals and for certain of the Company’s employed physicians that have demonstrated meaningful use of certified EHR technology or have completed attestations to their adoption or implementation of certified EHR technology. These incentive reimbursements are presented as a reduction of operating expenses on the condensed consolidated statement of income. Net operating revenues for the three and nine months ended September 30, 2011 have been restated for the reclassification of incentive reimbursements to reflect the change in presentation for such incentives during the fourth quarter of 2011 from a component of net operating revenues to a reduction of operating expenses. This reclassification decreased net operating revenues and operating expenses for the three and nine months ended September 30, 2011 by \$40.2 million, and had no impact on income from continuing operations or net income as previously reported. Management does not consider this change in classification to be material. The Company received cash related to the incentive reimbursement for HITECH incentives of approximately \$12.8 million and \$6.5 million for the three months ended September 30, 2012 and 2011, respectively, and \$41.6 million and \$6.5 million for the nine months ended September 30, 2012 and 2011, respectively.

Reimbursement Settlements. Included in net operating revenues for the nine months ended September 30, 2012 is approximately \$101.8 million of net operating revenues from an industry-wide settlement with the United States Department of Health and Human Services and Centers for Medicare and Medicaid Services, based on a claim that acute-care hospitals in the U.S. were underpaid from the Medicare inpatient prospective payment system in federal fiscal years 1999 through 2011. The underpayments resulted from calculations related to the rural floor budget neutrality adjustments implemented in connection with the Balanced Budget Act of 1997. Also included in net operating revenues for the nine months ended September 30, 2012 is an unfavorable adjustment of approximately \$21.0 million related to the newly issued Supplemental Security Income ratios for federal fiscal years 2006 through 2009 utilized for calculating Medicare Disproportionate Share Hospital reimbursements.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Throughout these notes to the condensed consolidated financial statements, Community Health Systems, Inc. (the “Parent”), and its consolidated subsidiaries are referred to on a collective basis as the “Company.” This drafting style is not meant to indicate that the publicly-traded Parent or any subsidiary of the Parent owns or operates any asset, business, or property. The hospitals, operations and businesses described in this filing are owned and operated, and management services provided, by distinct and indirect subsidiaries of Community Health Systems, Inc.

2. ACCOUNTING FOR STOCK-BASED COMPENSATION

Stock-based compensation awards are granted under the Community Health Systems, Inc. Amended and Restated 2000 Stock Option and Award Plan, amended and restated as of March 24, 2009 (the “2000 Plan”), and the Community Health Systems, Inc. 2009 Stock Option and Award Plan, amended and restated as of March 18, 2011 (the “2009 Plan”).

The 2000 Plan allows for the grant of incentive stock options intended to qualify under Section 422 of the Internal Revenue Code (the “IRC”), as well as stock options which do not so qualify, stock appreciation rights, restricted stock, restricted stock units, performance-based shares or units and other share awards. Prior to being amended in 2009, the 2000 Plan also allowed for the grant of phantom stock. Persons eligible to receive grants under the 2000 Plan include the Company’s directors, officers, employees and consultants. To date, all options granted under the 2000 Plan have been “nonqualified” stock options for tax purposes. Generally, vesting of these granted options occurs in one-third increments on each of the first three anniversaries of the award date. Options granted prior to 2005 have a 10-year contractual term, options granted in 2005 through 2007 have an eight-year contractual term and options granted in 2008 or later have a 10-year contractual term. As of September 30, 2012, 707,767 shares of unissued common stock were reserved for future grants under the 2000 Plan.

The 2009 Plan provides for the grant of incentive stock options intended to qualify under Section 422 of the IRC and for the grant of stock options which do not so qualify, stock appreciation rights, restricted stock, restricted stock units, performance-based shares or units and other share awards. Persons eligible to receive grants under the 2009 Plan include the Company’s directors, officers, employees and consultants. To date, all options granted under the 2009 Plan have been “nonqualified” stock options for tax purposes. Generally, vesting of these granted options occurs in one-third increments on each of the first three anniversaries of the award date. Options granted in 2011 or later have a 10-year contractual term. As of September 30, 2012, 1,525,791 shares of unissued common stock were reserved for future grants under the 2009 Plan.

The exercise price of all options granted is equal to the fair value of the Company’s common stock on the option grant date.

The following table reflects the impact of total compensation expense related to stock-based equity plans on the reported operating results for the respective periods (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Effect on income from continuing operations before income taxes	\$ (10,084)	\$ (10,855)	\$ (30,708)	\$ (31,588)
Effect on net income	\$ (6,403)	\$ (6,893)	\$ (19,500)	\$ (20,059)

At September 30, 2012, \$45.0 million of unrecognized stock-based compensation expense was expected to be recognized over a weighted-average period of 19 months. Of that amount, \$9.0 million related to outstanding unvested stock options was expected to be recognized over a weighted-average period of 18 months and \$36.0 million related to outstanding unvested restricted stock and restricted stock units was expected to be recognized over a weighted-average period of 19 months. There were no modifications to awards during the three-month and nine-month periods ended September 30, 2012.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

The fair value of stock options was estimated using the Black Scholes option pricing model with the following assumptions and weighted-average fair values during the three and nine months ended September 30, 2012 and 2011:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Expected volatility	59.8 %	57.8 %	57.8 %	32.8 %
Expected dividends	-	-	-	-
Expected term	4 years	4 years	4.1 years	4 years
Risk-free interest rate	0.5 %	0.6 %	0.7 %	1.7 %

In determining the expected term, the Company examined concentrations of option holdings and historical patterns of option exercises and forfeitures, as well as forward-looking factors, in an effort to determine if there were any discernable employee populations. From this analysis, the Company identified two primary employee populations, one consisting of certain senior executives and the other one consisting of substantially all other recipients.

The expected volatility rate was estimated based on historical volatility. In determining expected volatility, the Company also reviewed the market-based implied volatility of actively traded options of its common stock and determined that historical volatility utilized to estimate the expected volatility rate did not differ significantly from the implied volatility.

The expected term computation is based on historical exercise and cancellation patterns and forward-looking factors, where present, for each population identified. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of the grant. The pre-vesting forfeiture rate is based on historical rates and forward-looking factors for each population identified. The Company adjusts the estimated forfeiture rate to its actual experience.

Options outstanding and exercisable under the 2000 Plan and the 2009 Plan as of September 30, 2012, and changes during each of the three-month periods following December 31, 2011, were as follows (in thousands, except share and per share data):

	Shares	Weighted- Average Exercise Price	Weighted- Average Remaining Contractual Term	Aggregate Intrinsic Value as of September 30, 2012
Outstanding at December 31, 2011	8,389,142	\$ 32.83		
Granted	246,500	21.07		
Exercised	(17,244)	17.88		
Forfeited and cancelled	(130,475)	32.27		
Outstanding at March 31, 2012	8,487,923	32.53		
Granted	4,000	21.91		
Exercised	(50,018)	19.20		
Forfeited and cancelled	(103,448)	33.38		
Outstanding at June 30, 2012	8,338,457	32.59		
Granted	3,000	27.44		
Exercised	(227,737)	19.67		
Forfeited and cancelled	(159,831)	35.10		
Outstanding at September 30, 2012	7,953,889	\$ 32.91	4.6 years	\$ 15,739
Exercisable at September 30, 2012	6,437,632	\$ 33.01	3.7 years	\$ 12,527

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

The weighted-average grant date fair value of stock options granted during the three months ended September 30, 2012 and 2011 was \$12.51 and \$7.97, respectively, and \$9.19 and \$10.18 during the nine months ended September 30, 2012 and 2011, respectively. The aggregate intrinsic value (the number of in-the-money stock options multiplied by the difference between the Company's closing stock price on the last trading day of the reporting period (\$29.14) and the exercise price of the respective stock options) in the table above represents the amount that would have been received by the option holders had all option holders exercised their options on September 30, 2012. This amount changes based on the market value of the Company's common stock. The aggregate intrinsic value of options exercised during the three months ended September 30, 2012 was \$1.8 million. There was substantially no aggregate intrinsic value of options exercised during the three months ended September 30, 2011. The aggregate intrinsic value of options exercised during the nine months ended September 30, 2012 and 2011 was \$2.2 million and \$6.1 million, respectively. The aggregate intrinsic value of options vested and expected to vest approximates that of the outstanding options.

The Company has also awarded restricted stock under the 2000 Plan and the 2009 Plan to its directors and employees of certain subsidiaries. The restrictions on these shares generally lapse in one-third increments on each of the first three anniversaries of the award date. Certain of the restricted stock awards granted to the Company's senior executives contain a performance objective that must be met in addition to any vesting requirements. If the performance objective is not attained, the awards will be forfeited in their entirety. Once the performance objective has been attained, restrictions will lapse in one-third increments on each of the first three anniversaries of the award date. Notwithstanding the above-mentioned performance objectives and vesting requirements, the restrictions will lapse earlier in the event of death, disability or termination of employment by the Company for any reason other than for cause of the holder of the restricted stock, or change in control of the Company. Restricted stock awards subject to performance standards are not considered outstanding for purposes of determining earnings per share until the performance objectives have been satisfied.

Restricted stock outstanding under the 2000 Plan and the 2009 Plan as of September 30, 2012, and changes during each of the three-month periods following December 31, 2011, were as follows:

	Shares	Weighted- Average Grant Date Fair Value
Unvested at December 31, 2011	2,207,612	\$ 32.95
Granted	660,500	21.07
Vested	(1,082,821)	29.67
Forfeited	(1,000)	37.96
Unvested at March 31, 2012	1,784,291	30.54
Granted	8,000	21.91
Vested	(7,001)	29.78
Forfeited	(7,000)	31.39
Unvested at June 30, 2012	1,778,290	30.50
Granted	9,000	27.44
Vested	(10,667)	28.73
Forfeited	(10,334)	30.64
Unvested at September 30, 2012	1,766,289	30.49

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Phantom stock and restricted stock units (“RSUs”) have been granted to the Company’s outside directors under the 2000 Plan and the 2009 Plan. On February 25, 2009, each of the Company’s outside directors received a grant under the 2000 Plan of 7,151 shares of phantom stock. On May 19, 2009, the newly elected outside director received a grant under the 2000 Plan of 7,151 RSUs. On February 24, 2010, six of the Company’s seven outside directors each received a grant under the 2000 Plan of 4,130 RSUs and one outside director, who did not stand for reelection in 2010, did not receive such a grant. On February 23, 2011, each of the Company’s outside directors received a grant under the 2009 Plan of 3,688 RSUs. On February 16, 2012, each of the Company’s outside directors received a grant under the 2009 Plan of 6,645 RSUs. Vesting of these shares of phantom stock and RSUs occurs in one-third increments on each of the first three anniversaries of the award date. Restricted stock units and phantom stock outstanding under the 2000 Plan and the 2009 Plan as of September 30, 2012, and changes during each of the three-month periods following December 31, 2011, were as follows:

	Shares	Weighted- Average Grant Date Fair Value
Unvested at December 31, 2011	52,956	\$ 31.67
RSUs Granted February 16, 2012	39,870	21.07
Vested	(27,556)	28.19
Forfeited	-	-
Unvested at March 31, 2012	65,270	26.67
RSUs Granted	-	-
Vested	(2,384)	25.27
Forfeited	-	-
Unvested at June 30, 2012	62,886	26.72
RSUs Granted	-	-
Vested	-	-
Forfeited	-	-
Unvested at September 30, 2012	62,886	26.72

Under the Directors’ Fees Deferral Plan, the Company’s outside directors may elect to receive share equivalent units in lieu of cash for their directors’ fees. These share equivalent units are held in the plan until the director electing to receive the share equivalent units retires or otherwise terminates his/her directorship with the Company. Share equivalent units are converted to shares of common stock of the Company at the time of distribution based on the closing market price of the Company’s common stock on that date. The following table represents the amount of directors’ fees which were deferred during each of the respective periods, and the number of share equivalent units into which such directors’ fees would have converted had each of the directors who had deferred such fees retired or terminated his/her directorship with the Company as of the end of the respective periods (in thousands, except share equivalent units):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Directors’ fees earned and deferred into plan	\$ 28	\$ 55	\$ 83	\$ 165
Share equivalent units	944	3,305	3,161	6,822

At September 30, 2012, a total of 26,949 share equivalent units were deferred in the plan with an aggregate fair value of \$0.8 million, based on the closing market price of the Company’s common stock at September 30, 2012 of \$29.14.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

3. COST OF REVENUE

Substantially all of the Company's operating costs and expenses are "cost of revenue" items. Operating costs that could be classified as general and administrative by the Company would include the Company's corporate office costs at its Franklin, Tennessee office, which were \$49.4 million and \$45.6 million for the three months ended September 30, 2012 and 2011, respectively, and \$153.6 million and \$135.1 million for the nine months ended September 30, 2012 and 2011, respectively. Included in these amounts is stock-based compensation expense of \$10.1 million and \$10.9 million for the three months ended September 30, 2012 and 2011, respectively, and \$30.7 million and \$31.6 million for the nine months ended September 30, 2012 and 2011, respectively.

4. USE OF ESTIMATES

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the amounts reported in the condensed consolidated financial statements. Actual results could differ from these estimates under different assumptions or conditions.

5. ACQUISITIONS AND DIVESTITURES

Acquisitions

The Company accounts for all transactions that represent business combinations using the acquisition method of accounting, where the identifiable assets acquired, the liabilities assumed and any noncontrolling interest in the acquired entity are recognized and measured at their fair values on the date the Company obtains control in the acquiree. Such fair values that are not finalized for reporting periods following the acquisition date are estimated and recorded as provisional amounts. Adjustments to these provisional amounts during the measurement period (defined as the date through which all information required to identify and measure the consideration transferred, the assets acquired, the liabilities assumed and any noncontrolling interests has been obtained, limited to one year from the acquisition date) are recorded as of the date of acquisition. Any material impact to comparative information for periods after acquisition, but before the period in which adjustments are identified, is reflected in those prior periods as if the adjustments were considered as of the acquisition date. Goodwill is determined as the excess of the fair value of the consideration conveyed in the acquisition over the fair value of the net assets acquired.

Effective July 1, 2012, one or more subsidiaries of the Company completed the acquisition of Memorial Health Systems in York, Pennsylvania. This healthcare system includes Memorial Hospital (100 licensed beds), the Surgical Center of York, and other outpatient and ancillary services. As part of this purchase agreement, the Company has agreed to spend at least \$75.0 million to build a replacement hospital within five years of the closing date. The total cash consideration paid for fixed assets and working capital was approximately \$45.0 million and \$2.6 million, respectively, with additional consideration of \$12.5 million assumed in liabilities, for a total consideration of \$60.1 million. Based upon the Company's preliminary purchase price allocation relating to this acquisition as of September 30, 2012, approximately \$9.9 million of goodwill has been recorded. The preliminary allocation of the purchase price has been determined by the Company based on available information and is subject to settling amounts related to purchased working capital and final appraisals of tangible and intangible assets. Adjustments to the purchase price allocation are not expected to be material.

Effective March 5, 2012, one or more subsidiaries of the Company completed a merger with Diagnostic Clinic of Longview, P.A., which is a multi-specialty clinic serving residents of Longview, Texas and surrounding East Texas communities. This merger was accounted for as a purchase business combination. The total cash consideration paid for the business, including net working capital, was approximately \$52.3 million, with additional consideration of \$6.9 million assumed in liabilities, for a total consideration of \$59.2 million. Based upon the Company's preliminary purchase price allocation relating to this acquisition as of September 30, 2012, approximately \$41.8 million of goodwill has been recorded. The preliminary allocation of the purchase price has been determined by the Company based on available information and is subject to settling amounts related to purchased working capital. Adjustments to the purchase price allocation are not expected to be material.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Effective March 1, 2012, one or more subsidiaries of the Company completed the acquisition of MetroSouth Medical Center (330 licensed beds) located in Blue Island, Illinois. The total cash consideration paid for fixed assets was approximately \$39.3 million with additional consideration of \$6.2 million assumed in liabilities as well as a credit applied at closing of \$0.9 million for negative acquired working capital, for a total consideration of \$44.6 million. Based upon the Company's preliminary purchase price allocation relating to this acquisition as of September 30, 2012, no goodwill has been recorded. The preliminary allocation of the purchase price has been determined by the Company based on available information and is subject to settling amounts related to purchased working capital and final appraisals of tangible and intangible assets. Adjustments to the purchase price allocation are not expected to be material.

Effective January 1, 2012, one or more subsidiaries of the Company completed the acquisition of Moses Taylor Healthcare System based in Scranton, Pennsylvania, which is a healthcare system comprised of two acute care hospitals and other healthcare providers. This healthcare system includes Moses Taylor Hospital (217 licensed beds) located in Scranton, Pennsylvania, and Mid-Valley Hospital (25 licensed beds) located in Peckville, Pennsylvania. The total cash consideration paid for fixed assets and working capital was approximately \$151.1 million and \$9.2 million, respectively, with additional consideration of \$13.2 million assumed in liabilities, for a total consideration of \$173.5 million. Based upon the Company's preliminary purchase price allocation relating to this acquisition as of September 30, 2012, approximately \$54.6 million of goodwill has been recorded. The preliminary allocation of the purchase price has been determined by the Company based on available information and is subject to settling amounts related to purchased working capital and final appraisals of tangible and intangible assets. Adjustments to the purchase price allocation are not expected to be material.

Effective October 1, 2011, one or more subsidiaries of the Company completed the acquisition of Tomball Regional Hospital (358 licensed beds) located in Tomball, Texas. The total cash consideration paid for fixed assets and working capital was approximately \$192.0 million and \$17.5 million, respectively, with additional consideration of \$15.9 million assumed in liabilities, for a total consideration of \$225.4 million. Based upon the Company's final purchase price allocation relating to this acquisition, as of September 30, 2012, approximately \$32.4 million of goodwill has been recorded.

Effective May 1, 2011, one or more subsidiaries of the Company completed the acquisition of Mercy Health Partners based in Scranton, Pennsylvania, which is a healthcare system comprised of two acute care hospitals, a long-term acute care facility and other healthcare providers. This healthcare system includes Regional Hospital of Scranton (198 licensed beds) located in Scranton, Pennsylvania, and Tyler Memorial Hospital (48 licensed beds) located in Tunkhannock, Pennsylvania. This healthcare system also includes a long-term acute care facility, Special Care Hospital (67 licensed beds) located in Nanticoke, Pennsylvania, as well as several outpatient clinics and other ancillary facilities. The total cash consideration paid for fixed assets was approximately \$150.8 million, with additional consideration of \$12.3 million assumed in liabilities as well as a credit applied at closing of \$2.1 million for negative acquired working capital, for a total consideration of \$161.0 million. Based upon the Company's final purchase price allocation relating to this acquisition, as of September 30, 2012, approximately \$43.1 million of goodwill has been recorded.

Additionally, during the nine months ended September 30, 2012, the Company paid approximately \$34.6 million to acquire the operating assets and related businesses of certain physician practices, clinics and other ancillary businesses that operate within the communities served by its hospitals. In connection with these acquisitions, the Company allocated approximately \$9.1 million of the consideration paid to property and equipment, \$1.1 million to net working capital, and the remainder, approximately \$24.4 million consisting of intangible assets that do not qualify for separate recognition, was allocated to goodwill. These acquisition transactions were accounted for as purchase business combinations.

Approximately \$2.5 million and \$2.4 million of acquisition costs related to prospective and closed acquisitions were expensed during the three months ended September 30, 2012 and 2011, respectively, and \$9.1 million and \$11.0 million for the nine months ended September 30, 2012 and 2011, respectively.

Discontinued Operations

Effective February 1, 2011, the Company sold Willamette Community Medical Group, which is a physician clinic operating as Oregon Medical Group, located in Springfield, Oregon, to Oregon Healthcare Resources, LLC, for \$14.6 million in cash; this business had a carrying amount of net assets, including an allocation of reporting unit goodwill, of \$19.7 million.

Effective September 1, 2011, the Company sold SouthCrest Hospital, located in Tulsa, Oklahoma, Claremore Regional Hospital, located in Claremore, Oklahoma, and other related healthcare assets affiliated with those hospitals to Hillcrest Healthcare System, part of Ardent Health Services, for approximately \$154.2 million in cash. The carrying amount of the net assets sold in this transaction, including an allocation of reporting unit goodwill, was approximately \$193.0 million.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Effective October 22, 2011, the Company sold Cleveland Regional Medical Center, located in Cleveland, Texas, and other related healthcare assets affiliated with the hospital to New Directions Health Systems, LLC for approximately \$0.9 million in cash. The carrying amount of the net assets sold in this transaction, including an allocation of reporting unit goodwill, was approximately \$14.2 million.

The Company has classified the results of operations for Oregon Medical Group, SouthCrest Hospital, Claremore Regional Hospital and Cleveland Regional Hospital as discontinued operations in the accompanying condensed consolidated statements of income for the three and nine months ended September 30, 2012 and 2011.

Net operating revenues and loss from discontinued operations for the respective periods are as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Net operating revenues	\$ -	\$ 47,855	\$ -	\$ 188,418
Loss from operations of entities sold before income taxes	-	(5,120)	(729)	(7,401)
Impairment of hospitals sold	-	-	-	(51,695)
Loss on sale, net	-	(337)	-	(5,398)
Loss from discontinued operations, before taxes	-	(5,457)	(729)	(64,494)
Income tax benefit	-	(2,288)	(263)	(8,718)
Loss from discontinued operations, net of taxes	\$ -	\$ (3,169)	\$ (466)	\$ (55,776)

Interest expense was allocated to discontinued operations based on sale proceeds available for debt repayment.

6. INCOME TAXES

The total amount of unrecognized benefit that would affect the effective tax rate, if recognized, was approximately \$0.8 million as of September 30, 2012. During the nine months ended September 30, 2012, the Company increased interest and penalties by approximately \$0.1 million. A total of approximately \$0.3 million of interest and penalties is included in the amount of the liability for uncertain tax positions at September 30, 2012. It is the Company's policy to recognize interest and penalties related to unrecognized benefits in its condensed consolidated statements of income as income tax expense.

It is possible the amount of unrecognized tax benefit could change in the next twelve months as a result of a lapse of the statute of limitations and settlements with taxing authorities; however, the Company does not anticipate the change will have a material impact on its consolidated results of operations or consolidated financial position.

The Company, or one of its subsidiaries, files income tax returns in the United States federal jurisdiction and various state jurisdictions. The Company has extended the federal statute of limitations for Triad Hospitals, Inc. ("Triad") for the tax periods ended December 31, 1999, December 31, 2000, April 30, 2001, June 30, 2001, December 31, 2001, December 31, 2002 and December 31, 2003. The Internal Revenue Service (the "IRS") has concluded its examination of the federal tax return of Triad for the tax periods ended December 31, 2004, December 31, 2005, December 31, 2006 and July 25, 2007, and the statutes of limitations for those years will close on December 31, 2012. With few exceptions, the Company is no longer subject to state income tax examinations for years prior to 2008 and federal income tax examinations with respect to Community Health Systems, Inc. federal returns for years prior to 2007. The Company's federal income tax returns for the 2007, 2008, 2009 and 2010 tax years are currently under examination by the IRS. The Company believes the results of this examination will not be material to its consolidated results of operations or consolidated financial position. In connection with the Company's 2007 and 2008 IRS examinations, the IRS has taken exception to the timing of the Company's malpractice expense deductions. Management believes that the Company's deduction timing is appropriate, and will work to resolve this item over the next 12 months. If management is unable to sustain the current timing of the Company's deduction, then it would be subject to interest and penalty costs. Management does not consider this matter to have met the recognition criteria to be considered an uncertain tax position for which a reserve is necessary.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Cash paid for income taxes, net of refunds received, resulted in net cash paid of \$33.4 million and \$23.0 million for the three months ended September 30, 2012 and 2011, respectively. Cash paid for income taxes, net of refunds received, resulted in net cash paid of \$55.4 million and a net cash refund of \$2.7 million for the nine months ended September 30, 2012 and 2011, respectively.

7. GOODWILL AND OTHER INTANGIBLE ASSETS

The changes in the carrying amount of goodwill for the nine months ended September 30, 2012, are as follows (in thousands):

Balance as of December 31, 2011	\$ 4,264,845
Goodwill acquired as part of acquisitions during 2012	130,661
Consideration adjustments and purchase price allocation adjustments for prior year's acquisitions	1,967
Balance as of September 30, 2012	<u>\$ 4,397,473</u>

Goodwill is allocated to each identified reporting unit, which is defined as an operating segment or one level below the operating segment (referred to as a component of the entity). Management has determined that the Company's operating segments meet the criteria to be classified as reporting units. At September 30, 2012, the hospital operations reporting unit, the home care agency operations reporting unit, and the hospital management services reporting unit had approximately \$4.3 billion, \$40.5 million and \$33.3 million, respectively, of goodwill.

Goodwill is evaluated for impairment at the same time every year and when an event occurs or circumstances change that, more likely than not, reduce the fair value of the reporting unit below its carrying value. There is a two-step method for determining goodwill impairment. Step one is to compare the fair value of the reporting unit with the unit's carrying amount, including goodwill. If this test indicates the fair value is less than the carrying value, then step two is required to compare the implied fair value of the reporting unit's goodwill with the carrying value of the reporting unit's goodwill. The Company performed its last annual goodwill evaluation during the fourth quarter of 2011. No impairment was indicated by this evaluation. The next annual goodwill evaluation will be performed during the fourth quarter of 2012.

The Company estimates the fair value of the related reporting units using both a discounted cash flow model as well as an EBITDA multiple model. The cash flow forecasts are adjusted by an appropriate discount rate based on the Company's estimate of a market participant's weighted-average cost of capital. These models are both based on the Company's best estimate of future revenues and operating costs and are reconciled to the Company's consolidated market capitalization, with consideration of the amount a potential acquirer would be required to pay, in the form of a control premium, in order to gain sufficient ownership to set policies, direct operations and control management decisions.

The gross carrying amount of the Company's other intangible assets subject to amortization was \$62.0 million at September 30, 2012 and \$60.0 million at December 31, 2011, and the net carrying amount was \$28.1 million at September 30, 2012 and \$30.6 million at December 31, 2011. The carrying amount of the Company's other intangible assets not subject to amortization was \$47.6 million at September 30, 2012 and \$46.9 million at December 31, 2011. Other intangible assets are included in other assets, net on the Company's condensed consolidated balance sheets. Substantially all of the Company's intangible assets are contract-based intangible assets related to operating licenses, management contracts, or non-compete agreements entered into in connection with prior acquisitions.

The weighted-average amortization period for the intangible assets subject to amortization is approximately eight years. There are no expected residual values related to these intangible assets. Amortization expense on these intangible assets was \$2.0 million for both of the three month periods ended September 30, 2012 and 2011, and \$5.7 million and \$6.2 million during the nine months ended September 30, 2012 and 2011, respectively. Amortization expense on intangible assets is estimated to be \$2.1 million for the remainder of 2012, \$5.8 million in 2013, \$3.7 million in 2014, \$3.2 million in 2015, \$2.4 million in 2016, \$2.2 million in 2017 and \$8.7 million thereafter.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

The gross carrying amount of capitalized software for internal use was approximately \$613.2 million and \$451.0 million at September 30, 2012 and December 31, 2011, respectively, and the net carrying amount considering accumulated amortization was approximately \$339.4 million and \$241.3 million at September 30, 2012 and December 31, 2011, respectively. The estimated amortization period for capitalized internal-use software is generally three years, except for capitalized costs related to significant system conversions, which is generally eight years. There is no expected residual value for capitalized internal-use software. At September 30, 2012, there was approximately \$147.5 million of capitalized costs for internal-use software that is currently in the development stage and will begin amortization once the software project is complete and ready for its intended use. Amortization expense on capitalized internal-use software was \$22.8 million and \$17.8 million during the three months ended September 30, 2012 and 2011, respectively, and \$64.2 million and \$52.4 million during the nine months ended September 30, 2012 and 2011, respectively. Amortization expense on capitalized internal-use software is estimated to be \$25.7 million for the remainder of 2012, \$102.6 million in 2013, \$78.4 million in 2014, \$41.7 million in 2015, \$26.2 million in 2016, \$21.8 million in 2017 and \$43.0 million thereafter.

8. EARNINGS PER SHARE

The following table sets forth the components of the numerator and denominator for the computation of basic and diluted earnings per share for income from continuing operations, discontinued operations and net income attributable to Community Health Systems, Inc. common stockholders (in thousands, except share data):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Numerator:				
Income from continuing operations, net of taxes	\$ 58,758	\$ 95,800	\$ 260,643	\$ 280,279
Less: Income from continuing operations attributable to noncontrolling interests, net of taxes	14,525	18,327	57,111	53,486
Income from continuing operations attributable to Community Health Systems, Inc. common stockholders — basic and diluted	<u>\$ 44,233</u>	<u>\$ 77,473</u>	<u>\$ 203,532</u>	<u>\$ 226,793</u>
Loss from discontinued operations, net of taxes	\$ -	\$ (3,169)	\$ (466)	\$ (55,776)
Less: Loss from discontinued operations attributable to noncontrolling interests, net of taxes	-	-	-	-
Loss from discontinued operations attributable to Community Health Systems, Inc. common stockholders — basic and diluted	<u>\$ -</u>	<u>\$ (3,169)</u>	<u>\$ (466)</u>	<u>\$ (55,776)</u>
Denominator:				
Weighted-average number of shares outstanding — basic	89,259,950	89,412,310	89,028,249	90,513,665
Effect of dilutive securities:				
Restricted stock awards	449,811	307,631	210,418	275,561
Employee stock options	280,495	128,371	214,082	458,685
Other equity-based awards	18,857	9,271	12,238	8,558
Weighted-average number of shares outstanding — diluted	<u>90,009,113</u>	<u>89,857,583</u>	<u>89,464,987</u>	<u>91,256,469</u>
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Dilutive securities outstanding not included in the computation of earnings per share because their effect is antidilutive:				
Employee stock options	<u>6,529,182</u>	<u>6,909,075</u>	<u>6,776,487</u>	<u>6,010,261</u>

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

9. STOCKHOLDERS' EQUITY

Authorized capital shares of the Company include 400,000,000 shares of capital stock consisting of 300,000,000 shares of common stock and 100,000,000 shares of preferred stock. Each of the aforementioned classes of capital stock has a par value of \$0.01 per share. Shares of preferred stock, none of which were outstanding as of September 30, 2012, may be issued in one or more series having such rights, preferences and other provisions as determined by the Board of Directors without approval by the holders of common stock.

On December 14, 2011, the Company adopted a new open market repurchase program for up to 4,000,000 shares of the Company's common stock, not to exceed \$100 million in repurchases. The new repurchase program will conclude at the earliest of three years from the commencement date, when the maximum number of shares has been repurchased, or when the maximum dollar amount of repurchases has been expended. Through September 30, 2012, no shares have been purchased and retired under this program.

On September 15, 2010, the Company commenced an open market repurchase program for up to 4,000,000 shares of the Company's common stock, not to exceed \$100 million in repurchases. This program will conclude at the earliest of three years from the commencement date, when the maximum number of shares has been repurchased or when the maximum dollar amount of repurchases has been expended. During the three and nine months ended September 30, 2012, the Company did not repurchase any shares under this program. During the three months ended September 30, 2011, the Company repurchased and retired 1,706,300 shares at a weighted average price of \$20.93 under this program. During the nine months ended September 30, 2011, the Company repurchased and retired 3,469,866 shares at a weighted average price of \$24.68 under this program. The cumulative number of shares that have been repurchased and retired under this program through September 30, 2012 is 3,921,138 shares at a weighted-average price of \$25.39 per share.

The Company's Credit Facility (as discussed below) limits the Company's ability to pay dividends and/or repurchase stock to an amount not to exceed \$50 million in the aggregate plus the aggregate amount of proceeds from the exercise of stock options. The indentures governing the 8% Senior Notes due 2019 and the 7 1/8% Senior Notes due 2020 (collectively, the "Senior Notes") and the 5 1/8% Senior Secured Notes due 2018 also limit the Company's ability to pay dividends and/or repurchase stock. As of September 30, 2012, under the most restrictive test under these agreements, the Company has approximately \$85.8 million remaining available with which to pay permitted dividends and/or repurchase shares of stock or its Senior Notes.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

The following schedule presents the reconciliation of the carrying amount of total equity, equity attributable to the Company, and equity attributable to the noncontrolling interests for the nine-month period ended September 30, 2012 (in thousands):

	Redeemable Noncontrolling Interest	Community Health Systems, Inc. Stockholders					Noncontrolling Interest	Total Stockholders' Equity
		Common Stock	Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Income (Loss)	Retained Earnings		
Balance, December 31, 2011	\$ 395,743	\$ 915	\$ 1,086,008	\$ (6,678)	\$ (184,479)	\$ 1,501,330	\$ 67,349	\$ 2,464,445
Comprehensive income	40,636	-	-	-	35,758	203,066	16,475	255,299
Distributions to noncontrolling interests, net of contributions	(36,338)	-	-	-	-	-	(23,803)	(23,803)
Purchase of subsidiary shares from noncontrolling interests	(18,603)	-	(19,963)	-	-	-	(1,143)	(21,106)
Other reclassifications of noncontrolling interests	1,626	-	-	-	-	-	(623)	(623)
Adjustment to redemption value of redeemable noncontrolling interests	(12,550)	-	12,550	-	-	-	-	12,550
Issuance of common stock in connection with the exercise of stock options	-	3	5,750	-	-	-	-	5,753
Cancellation of restricted stock for tax withholdings on vested shares	-	(3)	(9,165)	-	-	-	-	(9,168)
Excess tax benefit from exercise of stock options	-	-	(1,318)	-	-	-	-	(1,318)
Share-based compensation	-	7	30,708	-	-	-	-	30,715
Balance, September 30, 2012	\$ 370,514	\$ 922	\$ 1,104,570	\$ (6,678)	\$ (148,721)	\$ 1,704,396	\$ 58,255	\$ 2,712,744

The following schedule discloses the effects of changes in the Company's ownership interest in its less-than-wholly-owned subsidiaries on Community Health Systems, Inc. stockholders' equity (in thousands):

	Nine Months Ended September 30, 2012
Net income attributable to Community Health Systems, Inc. stockholders	\$ 203,066
Transfers to the noncontrolling interests:	
Net decrease in Community Health Systems, Inc. paid-in capital for purchase of subsidiary partnership interests	(19,963)
Net transfers to the noncontrolling interests	(19,963)
Change to Community Health Systems, Inc. stockholders' equity from net income attributable to Community Health Systems, Inc. stockholders and transfers to noncontrolling interests	\$ 183,103

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

10. EQUITY INVESTMENTS

As of September 30, 2012, the Company owned equity interests of 27.5% in four hospitals in Las Vegas, Nevada, and 26.1% in one hospital in Las Vegas, Nevada, in which Universal Health Systems, Inc. owns the majority interest, and an equity interest of 38.0% in three hospitals in Macon, Georgia, in which HCA Inc. owns the majority interest.

Summarized combined financial information for the three and nine months ended September 30, 2012 and 2011, for these unconsolidated entities in which the Company owns an equity interest is as follows (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Revenues	\$ 294,461	\$ 299,099	\$ 926,886	\$ 927,392
Operating costs and expenses	266,012	267,857	817,572	802,870
Income from continuing operations before taxes	28,421	31,211	109,238	124,447

The summarized financial information for the three and nine months ended September 30, 2012 and 2011 was derived from the unaudited financial information provided to the Company by those unconsolidated entities.

The Company's investment in all of its unconsolidated affiliates was \$436.5 million and \$422.2 million at September 30, 2012 and December 31, 2011, respectively, and is included in other assets, net in the accompanying condensed consolidated balance sheets. Included in the Company's results of operations is the Company's equity in pre-tax earnings from all of its investments in unconsolidated affiliates, which was \$7.4 million and \$8.2 million for the three months ended September 30, 2012 and 2011, respectively, and \$32.6 million and \$38.3 million for the nine months ended September 30, 2012 and 2011, respectively.

11. LONG-TERM DEBT

Long-term debt consists of the following (in thousands):

	September 30, 2012	December 31, 2011
Credit Facility:		
Term loan A	\$ 737,500	\$ -
Term loan B	3,619,062	5,949,383
Revolving credit loans	-	30,000
8 ⁷ / ₈ % Senior Notes due 2015	-	1,777,617
8% Senior Notes due 2019	2,023,414	1,000,000
7 ¹ / ₈ % Senior Notes due 2020	1,200,000	-
5 ¹ / ₈ % Senior Secured Notes due 2018	1,600,000	-
Receivables Facility	300,000	-
Capital lease obligations	49,035	48,361
Other	43,052	41,143
Total debt	9,572,063	8,846,504
Less current maturities	(99,194)	(63,706)
Total long-term debt	\$ 9,472,869	\$ 8,782,798

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Credit Facility

In connection with the consummation of the acquisition of Triad in July 2007, the Company's wholly-owned subsidiary CHS/Community Health Systems, Inc. ("CHS") obtained approximately \$7.2 billion of senior secured financing under a new credit facility (the "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 8⁷/₈% senior notes due 2015 (the "8⁷/₈% Senior Notes"). The Company used the net proceeds of \$3.0 billion from the 8⁷/₈% Senior Notes offering and the net proceeds of approximately \$6.1 billion of 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.

The Credit Facility consisted of an approximately \$6.1 billion funded term loan facility with a maturity of seven years, a \$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. As of December 31, 2007, the \$400 million delayed draw term loan facility had been reduced to \$300 million at the request of CHS. During the fourth quarter of 2008, \$100 million of the delayed draw term loan was drawn by CHS, reducing the delayed draw term loan availability to \$200 million at December 31, 2008. In January 2009, CHS drew down the remaining \$200 million of the delayed draw term loan. The revolving credit facility also includes a subfacility for letters of credit and a swingline subfacility. The Credit Facility requires quarterly amortization payments of each term loan facility equal to 0.25% of the outstanding amount of the term loans.

On November 5, 2010, CHS entered into an amendment and restatement of the Credit Facility. The amendment extended by two and a half years, until January 25, 2017, the maturity date of \$1.5 billion of the existing term loans under the Credit Facility and increased the pricing on these term loans to LIBOR plus 350 basis points. The amendment also increased CHS' ability to issue additional indebtedness under the uncommitted incremental facility to \$1.0 billion from \$600 million, permitted CHS to issue term loan A loans under the incremental facility, and provided up to \$2.0 billion of borrowing capacity from receivable transactions, an increase of \$0.5 billion, of which \$1.7 billion would be required to be used for repayment of existing term loans. On February 2, 2012, CHS completed a second amendment and restatement of the Credit Facility to extend an additional \$1.6 billion of the existing non-extended term loans under the Credit Facility to match the maturity date and interest rate margins of the extended term loans due January 25, 2017. On August 3, 2012, CHS entered into a third amendment of the Credit Facility to provide increased flexibility for refinancing and repayment of the existing non-extended term loans and amend certain other terms. On August 17, 2012, the Company made a prepayment of \$1.6 billion on the non-extended term loans due July 25, 2014, utilizing the proceeds from the issuance of \$1.6 billion of 5¹/₈% Senior Secured Notes due 2018. On August 22, 2012, CHS entered into a loan modification agreement with respect to the Credit Facility to extend approximately \$340 million of the existing non-extended term loans to match the maturity date and interest rate margins of the extended term loans due January 25, 2017. The July 25, 2014 maturity date of the balance of the remaining non-extended term loans at September 30, 2012 of approximately \$266.1 million remains unchanged.

Effective March 6, 2012, the Company obtained a new \$750 million senior secured revolving credit facility (the "Replacement Revolver Facility") and a new \$750 million incremental term loan A facility (the "Incremental Term Loan") subject to the terms and conditions set forth in the Credit Facility. The Replacement Revolver Facility replaced in full the existing revolving credit facility under the Credit Facility. The net proceeds of the Incremental Term Loan were used to repay the same amount of the existing term loans under the Credit Facility. Both the Replacement Revolver Facility and the Incremental Term Loan have a maturity date of October 25, 2016, subject to customary acceleration events and to the repayment, extension or refinancing with longer maturity debt of substantially all of the Company's then outstanding term loans maturing July 25, 2014 and the now fully redeemed 8⁷/₈% Senior Notes. The pricing on each of the Replacement Revolver Facility and the Incremental Term Loan is initially LIBOR plus a margin of 250 basis points, subject to adjustment based on the Company's leverage ratio. The Incremental Term Loan amortizes at 5% in year one, 10% in years two and three, 15% in year four and 60% in year five.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

The term loan facility 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 obligor under the Credit Facility is CHS. All of the obligations under the Credit Facility are unconditionally guaranteed by the Company and certain of its 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 the Company, CHS and each subsidiary guarantor, including equity interests held by the Company, CHS or any subsidiary guarantor, but excluding, among others, the equity interests of non-significant subsidiaries, syndication subsidiaries, securitization subsidiaries and joint venture subsidiaries.

The loans under the Credit Facility bear interest on the outstanding unpaid principal amount at a rate equal to an applicable percentage plus, at CHS' 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 0.50% 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 loans is 1.25% for term loans due 2014 and is 2.25% for term loans due 2017 and the Incremental Term Loan. The applicable percentage for Eurodollar rate loans is 2.25% for term loans due 2014 and 3.50% for term loans due 2017 and the Incremental Term Loan. The applicable percentage for revolving loans is 1.50% for Alternate Base Rate revolving loans and 2.50% 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.

CHS 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. CHS is 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 revolving credit facility. For purposes of this calculation, swingline loans are not treated as usage of the revolving credit facility. With respect to the delayed draw term loan facility, CHS was also obligated to pay commitment fees of 0.50% per annum for the first nine months after the closing of the Credit Facility, 0.75% per annum for the next three months after such nine-month period and thereafter, 1% per annum. In each case, the commitment fee was paid on the unused amount of the delayed draw term loan facility. After the draw down of the remaining \$200 million of the delayed draw term loan in January 2009, CHS no longer pays any commitment fees for the delayed draw term loan facility. CHS paid arrangement fees on the closing of the Credit Facility and pays an annual administrative agent fee.

The Credit Facility contains customary representations and warranties, subject to limitations and exceptions, and customary covenants restricting the Company's 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) CHS' 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.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

As of September 30, 2012, the availability for additional borrowings under the Credit Facility was \$750 million pursuant to the Replacement Revolver Facility, of which \$37.7 million was set aside for outstanding letters of credit. CHS has the ability to amend the Credit Facility to provide for one or more tranches of term loans in an aggregate principal amount of \$1.0 billion, which CHS has not yet accessed. As of September 30, 2012, the weighted-average interest rate under the Credit Facility, excluding swaps, was 4.1%.

8 7/8% Senior Notes due 2015

The 8 7/8% Senior Notes were issued by CHS in connection with the Triad acquisition in the principal amount of approximately \$3.0 billion. The 8 7/8% Senior Notes were to mature on July 15, 2015. The 8 7/8% Senior Notes bore interest at the rate of 8.875% per annum, payable semiannually in arrears on January 15 and July 15, commencing January 15, 2008. Interest on the 8 7/8% Senior Notes accrued from the date of original issuance. Interest was calculated on the basis of a 360-day year comprised of twelve 30-day months.

After July 15, 2011, CHS was entitled, at its option, to redeem all or a portion of the 8 7/8% Senior Notes upon not less than 30 nor more than 60 days' notice, at the following 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
2011	104.438 %
2012	102.219 %
2013 and thereafter	100.000 %

Pursuant to a registration rights agreement entered into at the time of the issuance of the 8 7/8% Senior Notes, as a result of an exchange offer made by CHS, substantially all of the 8 7/8% Senior Notes issued in July 2007 were exchanged in November 2007 for new notes (the "8 7/8% Exchange Notes") having terms substantially identical in all material respects to the 8 7/8% Senior Notes (except that the 8 7/8% Exchange Notes were issued under a registration statement pursuant to the 1933 Act). References to the 8 7/8% Senior Notes shall also be deemed to include the 8 7/8% Exchange Notes unless the context provides otherwise.

On December 7, 2011, CHS completed the cash tender offer for \$1.0 billion of the then \$2.8 billion aggregate outstanding principal amount of the 8 7/8% Senior Notes.

On March 21, 2012, CHS completed the cash tender offer for \$850 million of the then \$1.8 billion aggregate outstanding principal amount of the 8 7/8% Senior Notes.

On July 18, 2012, CHS completed the cash tender offer for \$639.7 million of the then \$934.3 million aggregate outstanding principal amount of the 8 7/8% Senior Notes. On August 17, 2012, pursuant to its redemption option, CHS redeemed the remaining \$294.6 million outstanding principal of the 8 7/8% Senior Notes.

8% Senior Notes due 2019

On November 22, 2011, CHS completed its offering of \$1.0 billion aggregate principal amount of 8% Senior Notes due 2019 (the "8% Senior 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 CHS' then outstanding 8 7/8% Senior Notes due 2015 and related fees and expenses. On March 21, 2012, CHS completed the secondary offering of \$1.0 billion aggregate principal amount of 8% Senior Notes due 2019, which were issued in a private placement (at a premium of 102.5%). The net proceeds from this issuance were used to finance the purchase of \$850 million aggregate principal amount of CHS' then outstanding 8 7/8% Senior Notes due 2015, to pay related fees and expenses and for general corporate purposes. The 8% Senior Notes bear interest at 8% per annum, payable semiannually in arrears on May 15 and November 15, commencing May 15, 2012. Interest on the 8% Senior 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.

Except as set forth below, CHS is not entitled to redeem the 8% Senior Notes prior to November 15, 2015.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Prior to November 15, 2014, CHS is entitled, at its option, to redeem a portion of the 8% Senior Notes (not to exceed 35% of the outstanding principal amount) at a redemption price of 108.000%, plus accrued and unpaid interest, with the proceeds from a public equity offering. Prior to November 15, 2015, CHS may redeem some or all of the 8% Senior Notes at a price equal to 100% of the principal amount of the notes redeemed plus accrued and unpaid interest, if any, plus a “make-whole” premium, as described in the 8% Senior Notes indenture. On and after November 15, 2015, CHS is entitled, at its option, to redeem all or a portion of the 8% Senior Notes upon not less than 30 nor more than 60 days’ notice, at the following 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 November 15 of the years set forth below:

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

Pursuant to a registration rights agreement entered into at the time of the issuance of the 8% Senior Notes, as a result of an exchange offer made by CHS, substantially all of the 8% Senior Notes issued in November 2011 and March 2012 were exchanged in May 2012 for new notes (the “8% Exchange Notes”) having terms substantially identical in all material respects to the 8% Senior Notes (except that the 8% Exchange Notes were issued under a registration statement pursuant to the 1933 Act). References to the 8% Senior Notes shall also be deemed to include the 8% Exchange Notes unless the context provides otherwise.

7 1/8% Senior Notes due 2020

On July 18, 2012, CHS completed an underwritten public offering under its automatic shelf registration filed with the Securities and Exchange Commission of \$1.2 billion aggregate principal amount of 7 1/8% Senior Notes due 2020 (the “7 1/8% Senior Notes”). The net proceeds from this issuance were used to finance the purchase of \$934.3 million aggregate principal amount of CHS’ outstanding 8 7/8% Senior Notes due 2015 and related fees and expenses and for general corporate purposes. The 7 1/8% Senior Notes bear interest at 7 1/8% per annum, payable semiannually in arrears on July 15 and January 15, commencing January 15, 2013. Interest on the 7 1/8% Senior 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.

Except as set forth below, CHS is not entitled to redeem the 7 1/8% Senior Notes prior to July 15, 2016.

Prior to July 15, 2015, CHS is entitled, at its option, to redeem a portion of the 7 1/8% Senior Notes (not to exceed 35% of the outstanding principal amount) at a redemption price of 107.125%, plus accrued and unpaid interest, with the proceeds from a public equity offering. Prior to July 15, 2016, CHS may redeem some or all of the 7 1/8% Senior Notes at a price equal to 100% of the principal amount of the notes redeemed plus accrued and unpaid interest, if any, plus a “make-whole” premium, as described in the 7 1/8% Senior Notes indenture. On and after July 15, 2016, CHS is entitled, at its option, to redeem all or a portion of the 7 1/8% Senior Notes upon not less than 30 nor more than 60 days’ notice, at the following 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
2016	103.563 %
2017	101.781 %
2018 and thereafter	100.000 %

5 1/8% Senior Secured Notes due 2018

On August 17, 2012, CHS completed an underwritten public offering under its automatic shelf registration filed with the Securities and Exchange Commission of \$1.6 billion aggregate principal amount of 5 1/8% Senior Secured Notes due 2018 (the “5 1/8% Senior Secured Notes”). The net proceeds from this issuance, together with available cash on hand, were used to finance the prepayment of \$1.6 billion of the outstanding non-extended term loans under the Credit Facility and related fees and expenses. The 5 1/8% Senior Secured Notes bear

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

interest at 5 1/8% per annum, payable semiannually in arrears on August 15 and February 15, commencing February 15, 2013. Interest on the 5 1/8% Senior Secured 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 5 1/8% Senior Secured Notes are secured by a first-priority lien subject to a shared lien of equal priority with certain other obligations, including obligations under the Credit Facility, and subject to prior ranking liens permitted by the indenture governing the 5 1/8% Senior Secured Notes on substantially the same assets, subject to certain exceptions, that secure the CHS' obligations under the Credit Facility.

Except as set forth below, CHS is not entitled to redeem the 5 1/8% Senior Secured Notes prior to August 15, 2015.

Prior to August 15, 2015, CHS is entitled, at its option, to redeem a portion of the 5 1/8% Senior Notes (not to exceed 35% of the outstanding principal amount) at a redemption price of 105.125%, plus accrued and unpaid interest, with the proceeds from a public equity offering. Prior to August 15, 2015, CHS may redeem some or all of the 5 1/8% Senior Secured Notes at a price equal to 100% of the principal amount of the notes redeemed plus accrued and unpaid interest, if any, plus a "make-whole" premium, as described in the 5 1/8% Senior Secured Notes indenture. On and after August 15, 2015, CHS is entitled, at its option, to redeem all or a portion of the 5 1/8% Senior Notes upon not less than 30 nor more than 60 days' notice, at the following 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 August 15 of the years set forth below:

Period	Redemption Price
2015	102.563 %
2016	101.281 %
2017 and thereafter	100.000 %

Receivables Facility

On March 21, 2012, the Company and certain of its subsidiaries entered into an accounts receivable loan agreement (the "Receivables Facility") with a group of conduit lenders and liquidity banks, Credit Agricole Corporate and Investment Bank, as a managing agent and as the administrative agent, and The Bank of Nova Scotia, as a managing agent. The existing and future patient-related accounts receivable (the "Receivables") for certain of the Company's hospitals serve as collateral for the outstanding borrowings under the Receivables Facility. The interest rate on the borrowings is based on the commercial paper rate plus an applicable interest rate spread. Unless earlier terminated or subsequently extended pursuant to its terms, the Receivables Facility will expire on March 21, 2014, subject to customary termination events that could cause an early termination date. The Company maintains effective control over the Receivables because, pursuant to the terms of the Receivables Facility, the Receivables are sold from certain of the Company's subsidiaries to the Company, which then sells or contributes the Receivables to a special-purpose entity that is wholly-owned by the Company. The wholly-owned special-purpose entity in turn grants security interests in the Receivables in exchange for borrowings obtained from the group of third-party conduit lenders and liquidity banks of up to \$300 million outstanding from time to time based on the availability of eligible Receivables and other customary factors. The group of third-party conduit lenders and liquidity banks do not have recourse to the Company or its subsidiaries beyond the assets of the wholly-owned special-purpose entity that collateralizes the loan. The Receivables and other assets of the wholly-owned special-purpose entity will be available first and foremost to satisfy the claims of the creditors of such entity. The outstanding borrowings pursuant to the Receivables Facility at September 30, 2012 totaled \$300.0 million and are classified as long-term debt on the condensed consolidated balance sheet. At September 30, 2012, the carrying amount of Receivables included in the Receivables Facility totaled approximately \$866.5 million and are included in patient accounts receivable on the condensed consolidated balance sheet.

Loss from Early Extinguishment of Debt

The financing transactions discussed above relating to the repayment of the Company's non-extended term loans under the Credit Facility and the 8 7/8% Senior Notes due 2015 resulted in a loss from early extinguishment of debt of \$52.0 million and \$115.5 million for the three and nine months ended September 30, 2012, respectively, and an after-tax loss of \$33.2 million and \$72.8 million for the three and nine months ended September 30, 2012, respectively.

The Company paid interest of \$130.4 million and \$220.6 million on borrowings during the three months ended September 30, 2012 and 2011, respectively, and \$461.6 million and \$548.4 million during the nine months ended September 30, 2012 and 2011, respectively.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

12. FAIR VALUE OF FINANCIAL INSTRUMENTS

The fair value of financial instruments has been estimated by the Company using available market information as of September 30, 2012 and December 31, 2011, and valuation methodologies considered appropriate. The estimates presented are not necessarily indicative of amounts the Company could realize in a current market exchange (in thousands):

	September 30, 2012		December 31, 2011	
	Carrying Amount	Estimated Fair Value	Carrying Amount	Estimated Fair Value
Assets:				
Cash and cash equivalents	\$ 240,650	\$ 240,650	\$ 129,865	\$ 129,865
Available-for-sale securities	35,419	35,419	31,582	31,582
Trading securities	36,235	36,235	30,486	30,486
Liabilities:				
Credit Facility	4,356,562	4,360,411	5,979,383	5,780,877
8 7/8% Senior Notes	-	-	1,777,617	1,842,322
8% Senior Notes	2,023,414	2,202,500	1,000,000	995,000
7 1/8% Senior Notes	1,200,000	1,278,000	-	-
5 1/8% Senior Secured Notes	1,600,000	1,658,000	-	-
Receivables Facility and other debt	343,052	343,052	41,143	41,143

The estimated fair value is determined using the methodologies discussed below in accordance with accounting standards related to the determination of fair value based on the U.S. GAAP fair value hierarchy as discussed in Note 13. The estimated fair value for financial instruments with a fair value that does not equal its carrying value is considered a Level 2 valuation. The Company utilizes the market approach and obtains indicative pricing from the administrative agent to the Credit Facility to determine fair values, which are validated through subscription services such as Bloomberg where relevant.

Cash and cash equivalents. The carrying amount approximates fair value due to the short-term maturity of these instruments (less than three months).

Available-for-sale securities. Estimated fair value is based on closing price as quoted in public markets.

Trading securities. Estimated fair value is based on closing price as quoted in public markets.

Credit Facility. Estimated fair value is based on information from the Company's bankers regarding relevant pricing for trading activity among the Company's lending institutions.

8 7/8% Senior Notes. Estimated fair value is based on the average bid and ask price as quoted by the bank who served as underwriters in the sale of these notes.

8% Senior Notes. Estimated fair value is based on the average bid and ask price as quoted by the bank who served as underwriters in the sale of these notes.

7 1/8% Senior Notes. Estimated fair value is based on the average bid and ask price as quoted by the bank who served as underwriters in the sale of these notes.

5 1/8% Senior Secured Notes. Estimated fair value is based on the average bid and ask price as quoted by the bank who served as underwriters in the sale of these notes.

Other debt. The carrying amount of all other debt approximates fair value due to the nature of these obligations.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Interest rate swaps. The fair value of interest rate swap agreements is the amount at which they could be settled, based on estimates calculated by the Company using a discounted cash flow analysis based on observable market inputs and validated by comparison to estimates obtained from the counterparty. The Company incorporates credit valuation adjustments (“CVAs”) to appropriately reflect both its own nonperformance or credit risk and the respective counterparty’s nonperformance or credit risk in the fair value measurements. In adjusting the fair value of its interest rate swap agreements for the effect of nonperformance or credit risk, the Company has considered the impact of any netting features included in the agreements.

The Company assesses the effectiveness of its hedge instruments on a quarterly basis. For the three and nine months ended September 30, 2012 and 2011, the Company completed an assessment of the cash flow hedge instruments and determined the hedges to be highly effective. The Company has also determined that the ineffective portion of the hedges do not have a material effect on the Company’s consolidated financial position, operations or cash flows. The counterparties to the interest rate swap agreements expose the Company to credit risk in the event of nonperformance. However, at September 30, 2012, each swap agreement entered into by the Company was in a net liability position so that the Company would be required to make the net settlement payments to the counterparties; the Company does not anticipate nonperformance by those counterparties. The Company does not hold or issue derivative financial instruments for trading purposes.

Interest rate swaps consisted of the following at September 30, 2012:

Swap #	Notional Amount (in 000’s)	Fixed Interest Rate	Termination Date	Fair Value of Liability (in 000’s)
1	\$ 100,000	3.352 %	October 23, 2012	\$ 186
2	125,000	4.375 %	November 23, 2012	729
3	75,000	4.380 %	November 23, 2012	436
4	150,000	5.020 %	November 30, 2012	1,146
5	200,000	2.242 %	February 28, 2013	1,558
6	100,000	5.023 %	May 30, 2013	3,114
7	300,000	5.242 %	August 6, 2013	12,533
8	100,000	5.038 %	August 30, 2013	4,313
9	50,000	3.586 %	October 23, 2013	1,729
10	50,000	3.524 %	October 23, 2013	1,696
11	100,000	5.050 %	November 30, 2013	5,495
12	200,000	2.070 %	December 19, 2013	4,217
13	100,000	5.231 %	July 25, 2014	8,824
14	100,000	5.231 %	July 25, 2014	8,823
15	200,000	5.160 %	July 25, 2014	17,390
16	75,000	5.041 %	July 25, 2014	6,359
17	125,000	5.022 %	July 25, 2014	10,555
18	100,000	2.621 %	July 25, 2014	4,095
19	100,000	3.110 %	July 25, 2014	4,981
20	100,000	3.258 %	July 25, 2014	5,249
21	200,000	2.693 %	October 26, 2014	9,575
22	300,000	3.447 %	August 8, 2016	32,294
23	200,000	3.429 %	August 19, 2016	21,510
24	100,000	3.401 %	August 19, 2016	10,654
25	200,000	3.500 %	August 30, 2016	22,165
26	100,000	3.005 %	November 30, 2016	9,584

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

The Company is exposed to certain risks relating to its ongoing business operations. The risk managed by using derivative instruments is interest rate risk. Interest rate swaps are entered into to manage interest rate fluctuation risk associated with the term loans in the Credit Facility. Companies are required to recognize all derivative instruments as either assets or liabilities at fair value in the condensed consolidated statement of financial position. The Company designates its interest rate swaps as cash flow hedges. For derivative instruments that are designated and qualify as cash flow hedges, the effective portion of the gain or loss on the derivative is reported as a component of other comprehensive income (“OCI”) and reclassified into earnings in the same period or periods during which the hedged transactions affect earnings. Gains and losses on the derivative representing either hedge ineffectiveness or hedge components excluded from the assessment of effectiveness are recognized in current earnings.

Assuming no change in September 30, 2012 interest rates, approximately \$102.0 million of interest expense resulting from the spread between the fixed and floating rates defined in each interest rate swap agreement will be recognized during the next 12 months. If interest rate swaps do not remain highly effective as a cash flow hedge, the derivatives’ gains or losses resulting from the change in fair value reported through OCI will be reclassified into earnings.

The following tabular disclosure provides the amount of pre-tax loss recognized as a component of OCI during the three and nine months ended September 30, 2012 and 2011 (in thousands):

Derivatives in Cash Flow Hedging Relationships	Amount of Pre-Tax Loss Recognized in OCI (Effective Portion)			
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Interest rate swaps	\$ (20,689)	\$ (49,499)	\$ (65,515)	\$ (113,071)

The following tabular disclosure provides the location of the effective portion of the pre-tax loss reclassified from accumulated other comprehensive loss (“AOCL”) into interest expense on the condensed consolidated statements of income during the three and nine months ended September 30, 2012 and 2011 (in thousands):

Location of Loss Reclassified from AOCL into Income (Effective Portion)	Amount of Pre-Tax Loss Reclassified from AOCL into Income (Effective Portion)			
	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Interest expense, net	\$ 33,606	\$ 53,758	\$ 110,532	\$ 160,331

The fair values of derivative instruments in the condensed consolidated balance sheets as of September 30, 2012 and December 31, 2011 were as follows (in thousands):

	Asset Derivatives				Liability Derivatives			
	September 30, 2012		December 31, 2011		September 30, 2012		December 31, 2011	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
Derivatives designated as hedging instruments	Other assets, net	\$ -	Other assets, net	\$ -	Other long-term liabilities	\$ 209,210	Other long-term liabilities	\$ 254,228

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

13. FAIR VALUE*Fair Value Hierarchy*

Fair value is a market-based measurement, not an entity-specific measurement. Therefore, a fair value measurement should be determined based on the assumptions that market participants would use in pricing the asset or liability. As a basis for considering market participant assumptions in fair value measurements, the Company utilizes the U.S. GAAP fair value hierarchy that distinguishes between market participant assumptions based on market data obtained from sources independent of the reporting entity (observable inputs that are classified within Levels 1 and 2 of the hierarchy) and the reporting entity's own assumption about market participant assumptions (unobservable inputs classified within Level 3 of the hierarchy).

The inputs used to measure fair value are classified into the following fair value hierarchy:

Level 1: Quoted market prices in active markets for identical assets or liabilities.

Level 2: Observable market-based inputs or unobservable inputs that are corroborated by market data.

Level 3: Unobservable inputs that are supported by little or no market activity and are significant to the fair value of the assets or liabilities. Level 3 includes values determined using pricing models, discounted cash flow methodologies, or similar techniques reflecting the Company's own assumptions.

In instances where the determination of the fair value hierarchy measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment of factors specific to the asset or liability.

The following table sets forth, by level within the fair value hierarchy, the financial assets and liabilities recorded at fair value on a recurring basis as of September 30, 2012 and December 31, 2011 (in thousands):

	September 30, 2012	Level 1	Level 2	Level 3
Available-for-sale securities	\$ 35,419	\$ 35,419	\$ -	\$ -
Trading securities	36,235	36,235	-	-
Total assets	\$ 71,654	\$ 71,654	\$ -	\$ -
Fair value of interest rate swap agreements	\$ 209,210	\$ -	\$ 209,210	\$ -
Total liabilities	\$ 209,210	\$ -	\$ 209,210	\$ -
	December 31, 2011	Level 1	Level 2	Level 3
Available-for-sale securities	\$ 31,582	\$ 31,582	\$ -	\$ -
Trading securities	30,486	30,486	-	-
Total assets	\$ 62,068	\$ 62,068	\$ -	\$ -
Fair value of interest rate swap agreements	\$ 254,228	\$ -	\$ 254,228	\$ -
Total liabilities	\$ 254,228	\$ -	\$ 254,228	\$ -

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Available-for-sale securities and trading securities classified as Level 1 are measured using quoted market prices.

The valuation of the Company's interest rate swap agreements is determined using market valuation techniques, including discounted cash flow analysis on the expected cash flows of each agreement. This analysis reflects the contractual terms of the agreement, including the period to maturity, and uses observable market-based inputs, including forward interest rate curves. The fair value of interest rate swap agreements are determined by netting the discounted future fixed cash payments and the discounted expected variable cash receipts. The variable cash receipts are based on the expectation of future interest rates based on observable market forward interest rate curves and the notional amount being hedged.

The Company incorporates CVAs to appropriately reflect both its own nonperformance or credit risk and the respective counterparty's nonperformance or credit risk in the fair value measurements. In adjusting the fair value of its interest rate swap agreements for the effect of nonperformance or credit risk, the Company has considered the impact of any netting features included in the agreements. The CVA on the Company's interest rate swap agreements at September 30, 2012 resulted in a decrease in the fair value of the related liability of \$5.6 million and an after-tax adjustment of \$3.6 million to OCI. The CVA on the Company's interest rate swap agreements at December 31, 2011 resulted in a decrease in the fair value of the related liability of \$21.7 million and an after-tax adjustment of \$13.9 million to OCI.

The majority of the inputs used to value its interest rate swap agreements, including the forward interest rate curves and market perceptions of the Company's credit risk used in the CVAs, are observable inputs available to a market participant. As a result, the Company has determined that the interest rate swap valuations are classified in Level 2 of the fair value hierarchy.

14. RECENT ACCOUNTING PRONOUNCEMENTS

In September 2011, the FASB issued ASU 2011-08, which modifies how entities test goodwill for impairment. Previous guidance required an entity to perform a two-step goodwill impairment test at least annually by comparing the fair value of a reporting unit with its carrying amount, including goodwill, and recording an impairment loss if the fair value is less than the carrying amount. This ASU allows an entity to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If an entity determines after that assessment that it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, then performing the two-step impairment test is not required. This ASU is required to be applied to interim and annual goodwill impairment tests performed for fiscal years beginning after December 15, 2011, and was adopted by the Company on January 1, 2012. The adoption of this ASU did not impact the Company's consolidated financial position, results of operations or cash flows.

In July 2012, the FASB issued ASU 2012-02, which modifies how entities test indefinite-lived intangible assets other than goodwill for impairment. Previous guidance required an entity to perform an impairment test on indefinite-lived intangible assets other than goodwill at least annually by comparing the fair value of the asset with its carrying amount, and recording an impairment loss for any excess if the carrying amount exceeds the fair value. This ASU allows an entity to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of the intangible asset is less than its carrying amount. If an entity determines after that assessment that it is not more likely than not that the fair value of an intangible asset is less than its carrying amount, then calculating the fair value of the intangible asset is not required. This ASU is required to be applied to interim and annual intangible asset impairment tests performed for fiscal years beginning after September 15, 2012, with early adoption permitted, and was adopted by the Company in July 2012. The adoption of this ASU did not impact the Company's consolidated financial position, results of operations or cash flows.

15. SEGMENT INFORMATION

The Company operates in three distinct operating segments, represented by hospital operations (which includes its general acute care hospitals and related healthcare entities that provide inpatient and outpatient healthcare services), home care agency operations (which provide in-home outpatient care), and hospital management services (which provides executive management and consulting services to non-affiliated acute care hospitals). Only the hospital operations segment meets the criteria as a separate reportable segment. The financial information for the home care agencies and hospital management services segments do not meet the quantitative thresholds for a separate identifiable reportable segment and are combined into the corporate and all other reportable segment.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

The distribution between reportable segments of the Company's net operating revenues and income from continuing operations before income taxes is summarized in the following tables (in thousands):

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2012	2011	2012	2011
Net operating revenues:				
Hospital operations	\$ 3,142,837	\$ 2,885,306	\$ 9,544,163	\$ 8,698,673
Corporate and all other	69,193	60,171	207,876	201,714
Total	<u>\$ 3,212,030</u>	<u>\$ 2,945,477</u>	<u>\$ 9,752,039</u>	<u>\$ 8,900,387</u>
Income from continuing operations before income taxes:				
Hospital operations	\$ 142,336	\$ 176,903	\$ 562,886	\$ 539,442
Corporate and all other	(57,878)	(44,386)	(181,205)	(133,533)
Total	<u>\$ 84,458</u>	<u>\$ 132,517</u>	<u>\$ 381,681</u>	<u>\$ 405,909</u>

16. CONTINGENCIES

The Company is a party to various legal proceedings incidental to its business. In the opinion of management, any ultimate liability with respect to these actions will not have a material adverse effect on the Company's consolidated financial position, cash flows or results of operations. With respect to all litigation matters, the Company considers the likelihood of a negative outcome. If the Company determines the likelihood of a negative outcome is probable and the amount of the loss can be reasonably estimated, the Company records an estimated loss for the expected outcome of the litigation and discloses that fact together with the amount accrued, if it was estimable. If the likelihood of a negative outcome is reasonably possible and the Company is able to determine an estimate of the possible loss or a range of loss, the Company discloses that fact together with the estimate of the possible loss or range of loss. However, it is difficult to predict the outcome or estimate a possible loss or range of loss in some instances because litigation is subject to significant uncertainties.

Reasonably Possible Contingencies

For the legal matter below, the Company believes that a negative outcome is reasonably possible, but the Company is unable to determine an estimate of the possible loss or a range of loss.

On February 10, 2006, the Company 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 the Company's hospitals in Arkansas, New Mexico, and South Carolina. From 2006 through the beginning of 2009, the Company 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 the Company that it believed that the Company and its 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; a subsequent claim was filed on June 6, 2011, adding the Company's subsidiary Community Health Systems Professional Services Corporation as a defendant; the relator's complaint has also been amended to add Community Health Systems Professional Services Corporation and CHS/Community Health Systems, Inc. as defendants. 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. The Company's motion for

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

dismissal was granted in part. There have been other rulings by the court on discovery and expert matters, some of which are favorable to the Company's case (e.g. the granting of a motion for sanctions against the government), and some of which are not (e.g. denial of the Company's motion to exclude the government's damages' expert). Discovery is closed. Motions by both parties for summary judgment were filed on March 27, 2012 and there is currently no hearing date on the motions nor has a trial date been set. The Company is vigorously defending this action.

Matters for which an Outcome Cannot be Assessed

For all of the legal matters below, the Company cannot at this time assess what the outcome may be and is further unable to determine any estimate of loss or range of loss. Because the investigations are at a very preliminary stage, there are not sufficient facts available to make these assessments.

On September 20, 2010, the Company received a letter from the United States Department of Justice, Civil Division, advising the Company that an investigation is being conducted to determine whether certain hospitals have improperly submitted claims for payment for implantable cardioverter defibrillators ("ICDs"). 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 the Company's hospitals have claims that need to be reviewed to determine if Medicare payment was appropriate. The Company understands 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. The Company continues to fully cooperate with the government in this investigation and has provided requested records and documents. On August 30, 2012, the Department of Justice issued a document entitled, "Medical Review Guidelines/Resolution Model," which sets out, for the purposes of this investigation, the patient conditions and criteria for the medical necessity of the implantation of ICDs in Medicare beneficiaries and how the Department of Justice will enforce the repayment obligations of hospitals. The Company is in the process of reviewing its medical records in light of the guidance contained in this document.

On April 8, 2011, the Company received a document subpoena, dated March 31, 2011, from the United States Department of Health and Human Services, Office of Inspector General (the "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 the Company's hospitals and appears to concern emergency department processes and procedures, including the Company's 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, as well as information about the Company's relationships with emergency department physicians, including financial arrangements. This investigation is being led by the Department of Justice. The Company is continuing to cooperate with the government including detailing a process for a medical necessity review by clinical reviewers and physicians of a sampling of medical records at a small number of hospitals.

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 Company 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 April 22, 2011 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 (the "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 the Company's 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. The motion filed on April 11, 2011 concluded by requesting a stay of the litigation in the Reuille case for 180 days. This extension request was granted by the court, as were additional requests in October 2011, April 2012 and October 2012. The stay has now been extended until April 29, 2013. The Company is cooperating fully with the government in its investigations.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

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 the Company's common stock between July 27, 2006 and April 11, 2011 and allege that misleading statements resulted in artificially inflated prices for the Company's 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 negotiated operative dates for these consolidated shareholder federal securities actions. An operative consolidated complaint was filed on July 13, 2012, and the Company's motion to dismiss was filed on September 11, 2012. The plaintiffs' response is due on November 12, 2012 and the Company will have a further opportunity to respond, which will be due on December 24, 2012. The Company believes this consolidated matter is without merit and will vigorously defend this case.

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. These cases have been consolidated into a single, consolidated action. The plaintiffs filed an operative amended derivative complaint in these three consolidated actions on March 15, 2012. The Company's motion to dismiss has been fully briefed by the parties and awaits scheduling of oral argument and/or ruling on the Company's motion to dismiss. The Company believes all of these matters are without merit and will vigorously defend them.

On May 2, 2012, suit was filed in the matter styled Daniel Eagle v. Community Health Systems, Inc., Chancery Court, State of Delaware. Suit was filed under Section 220 of the Delaware General Corporation Law to inspect certain of the Company's books and records pertaining to matters concerning alleged improper admissions practices. On a motion filed by the plaintiff, this case has been dismissed.

During the nine months ended September 30, 2012, the Company met the deductible for its directors and officers insurance policy as it relates to the legal costs for the Tenet acquisition lawsuit and shareholder lawsuits of possible improper claims submitted to Medicare and Medicaid. As a result, future legal costs which are deemed to be covered by the directors and officers insurance policy, will be offset by insurance recoveries. The Company incurred the following pre-tax charges in connection with these legal matters and the government investigations, net of insurance recoveries, during the three and nine months ending September 30, 2012 and 2011 (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Professional fees and other related costs	\$ 1,558	\$ 6,082	\$ 3,006	\$ 12,256

Probable Contingencies

In addition to the cases described above, there are a number of legal matters for which, based on information currently available, the Company believes that a negative outcome is known or is probable. In the aggregate, an estimate of these losses has been accrued in the amount of \$19.3 million at September 30, 2012. Due to the uncertainties and difficulty in predicting the ultimate resolution of these contingencies, the actual amount could differ from the estimated amount; however, the Company does not believe the ultimate outcome of any of these matters would be material.

17. SUBSEQUENT EVENTS

The Company evaluated all material events occurring subsequent to the balance sheet date for events requiring disclosure or recognition in the condensed consolidated financial statements.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

18. SUPPLEMENTAL CONDENSED CONSOLIDATING FINANCIAL INFORMATION

The Senior Notes, which are senior unsecured obligations of CHS, and the 5 1/8% Senior Secured Notes are guaranteed on a senior basis by the Company and by certain of its existing and subsequently acquired or organized 100% owned domestic subsidiaries. The Senior Notes and the 5 1/8% Senior Secured Notes are guaranteed on a joint and several basis, with limited exceptions considered customary for such guarantees, including the release of the guarantee when a subsidiary's assets used in operations are sold. The following condensed consolidating financial statements present Community Health Systems, Inc. (as parent guarantor), CHS (as the issuer), the subsidiary guarantors, the subsidiary non-guarantors and eliminations. These condensed consolidating financial statements have been prepared and presented in accordance with SEC Regulation S-X Rule 3-10 "Financial Statements of Guarantors and Issuers of Guaranteed Securities Registered or Being Registered."

The accounting policies used in the preparation of this financial information are consistent with those elsewhere in the consolidated financial statements of the Company, except as noted below:

- Intercompany receivables and payables are presented gross in the supplemental condensed consolidating balance sheets.
- Cash flows from intercompany transactions are presented in cash flows from financing activities, as changes in intercompany balances with affiliates, net.
- Income tax expense is allocated from the parent guarantor to the income producing operations (other guarantors and non-guarantors) and the issuer through stockholders' equity. As this approach represents an allocation, the income tax expense allocation is considered non-cash for statement of cash flow purposes.
- Interest expense, net has been presented to reflect net interest expense and interest income from outstanding long-term debt and intercompany balances.

The Company's intercompany activity consists primarily of daily cash transfers for purposes of cash management, the allocation of certain expenses and expenditures paid for by the parent on behalf of its subsidiaries, and the push down of investment in its subsidiaries. This activity also includes the intercompany transactions between consolidated entities as part of the Receivables Facility that is further discussed in Note 11. The Company's subsidiaries generally do not purchase services from one another; thus, the intercompany transactions do not represent revenue generating transactions. All intercompany transactions eliminate in consolidation.

From time to time, the Company sells and/or repurchases noncontrolling interests in consolidated subsidiaries, which may change subsidiaries between guarantors and non-guarantors. Amounts for prior periods are restated to reflect the status of guarantors or non-guarantors as of September 30, 2012.

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Condensed Consolidating Balance Sheet
September 30, 2012

	Parent Guarantor	Issuer	Other Guarantors	Non - Guarantors	Eliminations	Consolidated
(In thousands)						
ASSETS						
Current assets:						
Cash and cash equivalents	\$ -	\$ -	\$ 150,035	\$ 90,615	\$ -	\$ 240,650
Patient accounts receivable, net of allowance for doubtful accounts	-	-	718,972	1,372,245	-	2,091,217
Supplies	-	-	254,223	110,749	-	364,972
Prepaid income taxes	20,233	-	-	-	-	20,233
Deferred income taxes	89,797	-	-	-	-	89,797
Prepaid expenses and taxes	-	155	103,344	29,308	-	132,807
Other current assets	-	-	189,931	77,804	-	267,735
Total current assets	110,030	155	1,416,505	1,680,721	-	3,207,411
Intercompany receivable	348,870	9,885,042	1,999,263	2,983,890	(15,217,065)	-
Property and equipment, net	-	-	4,674,640	2,431,154	-	7,105,794
Goodwill	-	-	2,534,696	1,862,777	-	4,397,473
Other assets, net	-	161,552	713,116	655,809	-	1,530,477
Net investment in subsidiaries	2,908,979	7,611,770	3,705,438	-	(14,226,187)	-
Total assets	<u>\$ 3,367,879</u>	<u>\$ 17,658,519</u>	<u>\$ 15,043,658</u>	<u>\$ 9,614,351</u>	<u>\$ (29,443,252)</u>	<u>\$ 16,241,155</u>
LIABILITIES AND EQUITY						
Current liabilities:						
Current maturities of long-term debt	\$ -	\$ 81,250	\$ 14,464	\$ 3,480	\$ -	\$ 99,194
Accounts payable	-	1,117	582,281	225,857	-	809,255
Accrued interest	-	110,419	124	321	-	110,864
Accrued liabilities	7,580	-	636,001	318,329	-	961,910
Total current liabilities	7,580	192,786	1,232,870	547,987	-	1,981,223
Long-term debt	-	9,099,405	54,284	319,180	-	9,472,869
Intercompany payable	-	5,248,142	9,818,261	7,403,021	(22,469,424)	-
Deferred income taxes	704,725	-	-	-	-	704,725
Other long-term liabilities	1,085	209,210	614,717	174,068	-	999,080
Total liabilities	713,390	14,749,543	11,720,132	8,444,256	(22,469,424)	13,157,897
Redeemable noncontrolling interests in equity of consolidated subsidiaries	-	-	-	370,514	-	370,514
Equity:						
Community Health Systems, Inc. stockholders' equity:						
Preferred stock	-	-	-	-	-	-
Common stock	922	-	1	2	(3)	922
Additional paid-in capital	1,104,570	1,152,752	1,258,509	639,290	(3,050,551)	1,104,570
Treasury stock, at cost	(6,678)	-	-	-	-	(6,678)
Accumulated other comprehensive (loss) income	(148,721)	(148,721)	(14,695)	-	163,416	(148,721)
Retained earnings	1,704,396	1,904,945	2,079,711	102,034	(4,086,690)	1,704,396
Total Community Health Systems, Inc. stockholders' equity	2,654,489	2,908,976	3,323,526	741,326	(6,973,828)	2,654,489
Noncontrolling interests in equity of consolidated subsidiaries	-	-	-	58,255	-	58,255
Total equity	<u>2,654,489</u>	<u>2,908,976</u>	<u>3,323,526</u>	<u>799,581</u>	<u>(6,973,828)</u>	<u>2,712,744</u>
Total liabilities and equity	<u>\$ 3,367,879</u>	<u>\$ 17,658,519</u>	<u>\$ 15,043,658</u>	<u>\$ 9,614,351</u>	<u>\$ (29,443,252)</u>	<u>\$ 16,241,155</u>

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Condensed Consolidating Balance Sheet
December 31, 2011

	Parent Guarantor	Issuer	Other Guarantors	Non - Guarantors	Eliminations	Consolidated
	(In thousands)					
ASSETS						
Current assets:						
Cash and cash equivalents	\$ -	\$ -	\$ 8,920	\$ 120,945	\$ -	\$ 129,865
Patient accounts receivable, net of allowance for doubtful accounts	-	-	1,190,956	643,211	-	1,834,167
Supplies	-	-	237,178	109,433	-	346,611
Prepaid income taxes	101,389	-	-	-	-	101,389
Deferred income taxes	89,797	-	-	-	-	89,797
Prepaid expenses and taxes	-	117	87,524	24,972	-	112,613
Other current assets	-	10,235	155,097	66,315	-	231,647
Total current assets	191,186	10,352	1,679,675	964,876	-	2,846,089
Intercompany receivable	249,088	9,294,301	1,046,486	1,774,718	(12,364,593)	-
Property and equipment, net	-	-	4,631,831	2,224,145	-	6,855,976
Goodwill	-	-	2,411,521	1,853,324	-	4,264,845
Other assets, net	-	99,511	515,882	626,537	-	1,241,930
Net investment in subsidiaries	2,670,155	7,388,874	2,317,131	-	(12,376,160)	-
Total assets	<u>\$ 3,110,429</u>	<u>\$ 16,793,038</u>	<u>\$ 12,602,526</u>	<u>\$ 7,443,600</u>	<u>\$ (24,740,753)</u>	<u>\$ 15,208,840</u>
LIABILITIES AND EQUITY						
Current liabilities:						
Current maturities of long-term debt	\$ -	\$ 49,954	\$ 10,114	\$ 3,638	\$ -	\$ 63,706
Accounts payable	-	345	535,204	213,448	-	748,997
Accrued interest	-	109,984	131	6	-	110,121
Accrued liabilities	7,580	567	688,328	291,840	-	988,315
Total current liabilities	7,580	160,850	1,233,777	508,932	-	1,911,139
Long-term debt	-	8,707,805	54,651	20,342	-	8,782,798
Intercompany payable	-	5,000,003	7,843,539	6,108,561	(18,952,103)	-
Deferred income taxes	704,725	-	-	-	-	704,725
Other long-term liabilities	1,028	254,228	435,295	259,439	-	949,990
Total liabilities	713,333	14,122,886	9,567,262	6,897,274	(18,952,103)	12,348,652
Redeemable noncontrolling interests in equity of consolidated subsidiaries	-	-	-	395,743	-	395,743
Equity:						
Community Health Systems, Inc. stockholders' equity:						
Preferred stock	-	-	-	-	-	-
Common stock	915	-	1	2	(3)	915
Additional paid-in capital	1,086,008	1,030,522	1,103,559	30,047	(2,164,128)	1,086,008
Treasury stock, at cost	(6,678)	-	-	-	-	(6,678)
Accumulated other comprehensive (loss) income	(184,479)	(184,479)	(21,687)	-	206,166	(184,479)
Retained earnings	1,501,330	1,824,109	1,953,391	53,185	(3,830,685)	1,501,330
Total Community Health Systems, Inc. stockholders' equity	2,397,096	2,670,152	3,035,264	83,234	(5,788,650)	2,397,096
Noncontrolling interests in equity of consolidated subsidiaries	-	-	-	67,349	-	67,349
Total equity	2,397,096	2,670,152	3,035,264	150,583	(5,788,650)	2,464,445
Total liabilities and equity	<u>\$ 3,110,429</u>	<u>\$ 16,793,038</u>	<u>\$ 12,602,526</u>	<u>\$ 7,443,600</u>	<u>\$ (24,740,753)</u>	<u>\$ 15,208,840</u>

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Condensed Consolidating Statement of Income
Three Months Ended September 30, 2012

	Parent Guarantor	Issuer	Other Guarantors	Non - Guarantors	Eliminations	Consolidated
	(In thousands)					
Operating revenues (net of contractual allowances and discounts)	\$ -	\$ (2,551)	\$ 2,376,462	\$ 1,322,750	\$ -	\$ 3,696,661
Provision for bad debts	-	-	316,988	167,643	-	484,631
Net operating revenues	-	(2,551)	2,059,474	1,155,107	-	3,212,030
Operating costs and expenses:						
Salaries and benefits	-	-	905,141	619,970	-	1,525,111
Supplies	-	-	317,263	166,949	-	484,212
Other operating expenses	-	83	459,377	235,397	-	694,857
Electronic health records incentive reimbursement	-	-	(20,587)	(10,035)	-	(30,622)
Rent	-	-	38,559	30,078	-	68,637
Depreciation and amortization	-	-	120,620	61,587	-	182,207
Total operating costs and expenses	-	83	1,820,373	1,103,946	-	2,924,402
Income from operations	-	(2,634)	239,101	51,161	-	287,628
Interest expense, net	-	11,708	132,381	14,476	-	158,565
Loss from early extinguishment of debt	-	52,024	-	-	-	52,024
Equity in earnings of unconsolidated affiliates	(44,233)	(82,526)	(20,074)	-	139,414	(7,419)
Income from continuing operations before income taxes	44,233	16,160	126,794	36,685	(139,414)	84,458
Provision for (benefit from) income taxes	-	(28,073)	45,773	8,000	-	25,700
Income from continuing operations	44,233	44,233	81,021	28,685	(139,414)	58,758
Discontinued operations, net of taxes:						
Income (loss) from operations of entities sold	-	-	-	-	-	-
Impairment of hospitals sold	-	-	-	-	-	-
Loss on sale, net	-	-	-	-	-	-
Loss from discontinued operations, net of taxes	-	-	-	-	-	-
Net income	44,233	44,233	81,021	28,685	(139,414)	58,758
Less: Net income attributable to noncontrolling interests	-	-	-	14,525	-	14,525
Net income attributable to Community Health Systems, Inc. stockholders	\$ 44,233	\$ 44,233	\$ 81,021	\$ 14,160	\$ (139,414)	\$ 44,233

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Condensed Consolidating Statement of Income
Three Months Ended September 30, 2011

	Parent Guarantor	Issuer	Other Guarantors	Non - Guarantors	Eliminations	Consolidated
	(In thousands)					
Operating revenues (net of contractual allowances and discounts)	\$ -	\$ -	\$ 2,307,560	\$ 1,088,213	\$ -	\$ 3,395,773
Provision for bad debts	-	-	331,603	118,693	-	450,296
Net operating revenues	-	-	1,975,957	969,520	-	2,945,477
Operating costs and expenses:						
Salaries and benefits	-	-	864,588	528,563	-	1,393,151
Supplies	-	-	317,139	142,007	-	459,146
Other operating expenses	-	-	431,533	192,075	-	623,608
Electronic health records incentive reimbursement	-	-	(28,090)	(12,137)	-	(40,227)
Rent	-	-	37,147	27,334	-	64,481
Depreciation and amortization	-	-	109,316	52,199	-	161,515
Total operating costs and expenses	-	-	1,731,633	930,041	-	2,661,674
Income from operations	-	-	244,324	39,479	-	283,803
Interest expense, net	-	15,484	132,041	11,955	-	159,480
Loss from early extinguishment of debt	-	-	-	-	-	-
Equity in earnings of unconsolidated affiliates	(74,304)	(77,141)	(9,432)	-	152,683	(8,194)
Income from continuing operations before income taxes	74,304	61,657	121,715	27,524	(152,683)	132,517
Provision for (benefit from) income taxes	-	(12,647)	43,939	5,425	-	36,717
Income from continuing operations	74,304	74,304	77,776	22,099	(152,683)	95,800
Discontinued operations, net of taxes:						
Income (loss) from operations of entities sold	-	-	-	(3,103)	-	(3,103)
Impairment of hospitals sold	-	-	-	-	-	-
Loss on sale, net	-	-	-	(66)	-	(66)
Loss from discontinued operations, net of taxes	-	-	-	(3,169)	-	(3,169)
Net income	74,304	74,304	77,776	18,930	(152,683)	92,631
Less: Net income attributable to noncontrolling interests	-	-	-	18,327	-	18,327
Net income attributable to Community Health Systems, Inc. stockholders	\$ 74,304	\$ 74,304	\$ 77,776	\$ 603	\$ (152,683)	\$ 74,304

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Condensed Consolidating Statement of Income
Nine Months Ended September 30, 2012

	Parent Guarantor	Issuer	Other Guarantors	Non - Guarantors	Eliminations	Consolidated
	(In thousands)					
Operating revenues (net of contractual allowances and discounts)	\$ -	\$ (6,980)	\$ 7,178,086	\$ 4,055,474	\$ -	\$ 11,226,580
Provision for bad debts	-	-	998,451	476,090	-	1,474,541
Net operating revenues	-	(6,980)	6,179,635	3,579,384	-	9,752,039
Operating costs and expenses:						
Salaries and benefits	-	-	2,688,553	1,858,979	-	4,547,532
Supplies	-	-	968,505	504,015	-	1,472,520
Other operating expenses	-	418	1,387,034	752,573	-	2,140,025
Electronic health records incentive reimbursement	-	-	(45,732)	(27,860)	-	(73,592)
Rent	-	-	113,014	89,310	-	202,324
Depreciation and amortization	-	-	356,196	180,166	-	536,362
Total operating costs and expenses	-	418	5,467,570	3,357,183	-	8,825,171
Income from operations	-	(7,398)	712,065	222,201	-	926,868
Interest expense, net	-	45,033	379,004	38,310	-	462,347
Loss from early extinguishment of debt	-	115,453	-	-	-	115,453
Equity in earnings of unconsolidated affiliates	(203,066)	(287,320)	(107,110)	-	564,883	(32,613)
Income from continuing operations before income taxes	203,066	119,436	440,171	183,891	(564,883)	381,681
Provision for (benefit from) income taxes	-	(83,630)	158,901	45,767	-	121,038
Income from continuing operations	203,066	203,066	281,270	138,124	(564,883)	260,643
Discontinued operations, net of taxes:						
Income (loss) from operations of entities sold	-	-	-	(466)	-	(466)
Impairment of hospitals sold	-	-	-	-	-	-
Loss on sale, net	-	-	-	-	-	-
Loss from discontinued operations, net of taxes	-	-	-	(466)	-	(466)
Net income	203,066	203,066	281,270	137,658	(564,883)	260,177
Less: Net income attributable to noncontrolling interests	-	-	-	57,111	-	57,111
Net income attributable to Community Health Systems, Inc. stockholders	\$ 203,066	\$ 203,066	\$ 281,270	\$ 80,547	\$ (564,883)	\$ 203,066

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Condensed Consolidating Statement of Income
Nine Months Ended September 30, 2011

	Parent Guarantor	Issuer	Other Guarantors	Non - Guarantors	Eliminations	Consolidated
	(In thousands)					
Operating revenues (net of contractual allowances and discounts)	\$ -	\$ -	\$ 6,438,997	\$ 3,744,657	\$ -	\$ 10,183,654
Provision for bad debts	-	-	856,309	426,958	-	1,283,267
Net operating revenues	-	-	5,582,688	3,317,699	-	8,900,387
Operating costs and expenses:						
Salaries and benefits	-	-	2,438,797	1,717,817	-	4,156,614
Supplies	-	-	882,510	483,732	-	1,366,242
Other operating expenses	-	-	1,214,638	678,500	-	1,893,138
Electronic health records incentive reimbursement	-	-	(28,090)	(12,137)	-	(40,227)
Rent	-	-	102,319	87,763	-	190,082
Depreciation and amortization	-	-	308,485	172,561	-	481,046
Total operating costs and expenses	-	-	4,918,659	3,128,236	-	8,046,895
Income from operations	-	-	664,029	189,463	-	853,492
Interest expense, net	-	65,799	372,320	47,809	-	485,928
Loss from early extinguishment of debt	-	-	-	-	-	-
Equity in earnings of unconsolidated affiliates	(171,017)	(211,395)	(32,710)	-	376,777	(38,345)
Income from continuing operations before income taxes	171,017	145,596	324,419	141,654	(376,777)	405,909
Provision for (benefit from) income taxes	-	(25,421)	117,115	33,936	-	125,630
Income from continuing operations	171,017	171,017	207,304	107,718	(376,777)	280,279
Discontinued operations, net of taxes:						
Income (loss) from operations of entities sold	-	-	-	(4,546)	-	(4,546)
Impairment of hospitals sold	-	-	-	(47,930)	-	(47,930)
Loss on sale, net	-	-	-	(3,300)	-	(3,300)
Loss from discontinued operations, net of taxes	-	-	-	(55,776)	-	(55,776)
Net income	171,017	171,017	207,304	51,942	(376,777)	224,503
Less: Net income attributable to noncontrolling interests	-	-	-	53,486	-	53,486
Net income attributable to Community Health Systems, Inc. stockholders	\$ 171,017	\$ 171,017	\$ 207,304	\$ (1,544)	\$ (376,777)	\$ 171,017

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Condensed Consolidating Statement of Comprehensive Income
Three Months Ended September 30, 2012

	Parent Guarantor	Issuer	Other Guarantors	Non - Guarantors	Eliminations	Consolidated
	(In thousands)					
Net income	\$ 44,233	\$ 44,233	\$ 81,021	\$ 28,685	\$ (139,414)	\$ 58,758
Other comprehensive income (loss), net of taxes						
Net change in fair value of interest rate swaps	8,254	8,254	-	-	(8,254)	8,254
Net change in fair value of available-for-sale securities	1,370	1,370	1,370	-	(2,740)	1,370
Amortization and recognition of unrecognized pension cost components	1,202	1,202	1,202	-	(2,404)	1,202
Other comprehensive income (loss)	<u>10,826</u>	<u>10,826</u>	<u>2,572</u>	<u>-</u>	<u>(13,398)</u>	<u>10,826</u>
Comprehensive income	55,059	55,059	83,593	28,685	(152,812)	69,584
Less: Comprehensive income attributable to noncontrolling interests	<u>-</u>	<u>-</u>	<u>-</u>	<u>14,525</u>	<u>-</u>	<u>14,525</u>
Comprehensive income attributable to Community Health Systems, Inc. stockholders	<u>\$ 55,059</u>	<u>\$ 55,059</u>	<u>\$ 83,593</u>	<u>\$ 14,160</u>	<u>\$ (152,812)</u>	<u>\$ 55,059</u>

Condensed Consolidating Statement of Comprehensive Income
Three Months Ended September 30, 2011

	Parent Guarantor	Issuer	Other Guarantors	Non - Guarantors	Eliminations	Consolidated
	(In thousands)					
Net income	\$ 74,304	\$ 74,304	\$ 77,776	\$ 18,930	\$ (152,683)	\$ 92,631
Other comprehensive income (loss), net of taxes						
Net change in fair value of interest rate swaps	2,722	2,722	-	-	(2,722)	2,722
Net change in fair value of available-for-sale securities	(4,029)	(4,029)	(4,029)	-	8,058	(4,029)
Amortization and recognition of unrecognized pension cost components	790	790	790	-	(1,580)	790
Other comprehensive income (loss)	<u>(517)</u>	<u>(517)</u>	<u>(3,239)</u>	<u>-</u>	<u>3,756</u>	<u>(517)</u>
Comprehensive income	73,787	73,787	74,537	18,930	(148,927)	92,114
Less: Comprehensive income attributable to noncontrolling interests	<u>-</u>	<u>-</u>	<u>-</u>	<u>18,327</u>	<u>-</u>	<u>18,327</u>
Comprehensive income attributable to Community Health Systems, Inc. stockholders	<u>\$ 73,787</u>	<u>\$ 73,787</u>	<u>\$ 74,537</u>	<u>\$ 603</u>	<u>\$ (148,927)</u>	<u>\$ 73,787</u>

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Condensed Consolidating Statement of Comprehensive Income
Nine Months Ended September 30, 2012

	Parent Guarantor	Issuer	Other Guarantors	Non - Guarantors	Eliminations	Consolidated
	(In thousands)					
Net income	\$203,066	\$ 203,066	\$ 281,270	\$137,658	\$(564,883)	\$ 260,177
Other comprehensive income (loss), net of taxes						
Net change in fair value of interest rate swaps	28,766	28,766	-	-	(28,766)	28,766
Net change in fair value of available-for-sale securities	3,509	3,509	3,509	-	(7,018)	3,509
Amortization and recognition of unrecognized pension cost components	3,483	3,483	3,483	-	(6,966)	3,483
Other comprehensive income (loss)	35,758	35,758	6,992	-	(42,750)	35,758
Comprehensive income	238,824	238,824	288,262	137,658	(607,633)	295,935
Less: Comprehensive income attributable to noncontrolling interests	-	-	-	57,111	-	57,111
Comprehensive income attributable to Community Health Systems, Inc. stockholders	\$238,824	\$ 238,824	\$288,262	\$ 80,547	\$(607,633)	\$ 238,824

Condensed Consolidating Statement of Comprehensive Income
Nine Months Ended September 30, 2011

	Parent Guarantor	Issuer	Other Guarantors	Non - Guarantors	Eliminations	Consolidated
	(In thousands)					
Net income	\$171,017	\$ 171,017	\$ 207,304	\$ 51,942	\$(376,777)	\$ 224,503
Other comprehensive income (loss), net of taxes						
Net change in fair value of interest rate swaps	30,199	30,199	-	-	(30,199)	30,199
Net change in fair value of available-for-sale securities	(2,692)	(2,692)	(2,692)	-	5,384	(2,692)
Amortization and recognition of unrecognized pension cost components	2,369	2,369	2,369	-	(4,738)	2,369
Other comprehensive income (loss)	29,876	29,876	(323)	-	(29,553)	29,876
Comprehensive income	200,893	200,893	206,981	51,942	(406,330)	254,379
Less: Comprehensive income attributable to noncontrolling interests	-	-	-	53,486	-	53,486
Comprehensive income attributable to Community Health Systems, Inc. stockholders	\$200,893	\$ 200,893	\$206,981	\$ (1,544)	\$(406,330)	\$ 200,893

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Condensed Consolidating Statement of Cash Flows
Nine Months Ended September 30, 2012

	Parent Guarantor	Issuer	Other Guarantors	Non - Guarantors	Eliminations	Consolidated
(In thousands)						
Net cash (used in) provided by operating activities	\$(58,932)	\$ (33,958)	\$ 736,312	\$ 134,443	\$ -	\$ 777,865
Cash flows from investing activities:						
Acquisitions of facilities and other related equipment	-	-	(302,759)	(10,168)	-	(312,927)
Purchases of property and equipment	-	-	(374,940)	(182,529)	-	(557,469)
Proceeds from disposition of hospitals and other ancillary operations	-	-	-	-	-	-
Proceeds from sale of property and equipment	-	-	2,281	2,527	-	4,808
Increase in other investments	-	-	(168,506)	(53,658)	-	(222,164)
Net cash used in investing activities	-	-	(843,924)	(243,828)	-	(1,087,752)
Cash flows from financing activities:						
Proceeds from exercise of stock options	5,750	-	-	-	-	5,750
Repurchase of restricted stock shares for payroll tax withholding requirements	(9,165)	-	-	-	-	(9,165)
Deferred financing costs	-	(135,647)	-	-	-	(135,647)
Excess tax benefit (income tax payable increase) relating to stock-based compensation	1,545	-	-	-	-	1,545
Stock buy back	-	-	-	-	-	-
Proceeds from noncontrolling investors in joint ventures	-	-	-	535	-	535
Redemption of noncontrolling investments in joint ventures	-	-	-	(39,709)	-	(39,709)
Distributions to noncontrolling investors in joint ventures	-	-	-	(60,676)	-	(60,676)
Changes in intercompany balances with affiliates, net	60,802	(189,385)	248,311	(119,728)	-	-
Borrowings under credit agreement	-	5,904,978	19,399	-	-	5,924,377
Issuance of long-term debt	-	3,825,000	-	-	-	3,825,000
Proceeds from receivables facility	-	-	-	300,000	-	300,000
Repayments of long-term indebtedness	-	(9,370,988)	(18,983)	(1,367)	-	(9,391,338)
Net cash provided by (used in) financing activities	58,932	33,958	248,727	79,055	-	420,672
Net change in cash and cash equivalents	-	-	141,115	(30,330)	-	110,785
Cash and cash equivalents at beginning of period	-	-	8,920	\$ 120,945	-	129,865
Cash and cash equivalents at end of period	\$ -	\$ -	\$ 150,035	\$ 90,615	\$ -	\$ 240,650

COMMUNITY HEALTH SYSTEMS, INC. AND SUBSIDIARIES
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (UNAUDITED) – (Continued)

Condensed Consolidating Statement of Cash Flows
Nine Months Ended September 30, 2011

	Parent Guarantor	Issuer	Other Guarantors	Non - Guarantors	Eliminations	Consolidated
	(In thousands)					
Net cash (used in) provided by operating activities	\$ (23,970)	\$(120,269)	\$ 659,348	\$ 305,126	\$ -	\$ 820,235
Cash flows from investing activities:						
Acquisitions of facilities and other related equipment	-	-	(163,397)	(46,054)	-	(209,451)
Purchases of property and equipment	-	-	(301,466)	(231,379)	-	(532,845)
Proceeds from disposition of hospitals and other ancillary operations	-	-	-	172,578	-	172,578
Proceeds from sale of property and equipment	-	-	1,269	7,982	-	9,251
Increase in other investments	-	-	(90,009)	(40,971)	-	(130,980)
Net cash used in investing activities	-	-	(553,603)	(137,844)	-	(691,447)
Cash flows from financing activities:						
Proceeds from exercise of stock options	18,880	-	-	-	-	18,880
Repurchase of restricted stock shares for payroll tax withholding requirements	-	-	-	-	-	-
Deferred financing costs	-	(100)	-	-	-	(100)
Excess tax benefit (income tax payable increase) relating to stock-based compensation	4,616	-	-	-	-	4,616
Stock buy back	(85,790)	-	-	-	-	(85,790)
Proceeds from noncontrolling investors in joint ventures	-	-	-	1,229	-	1,229
Redemption of noncontrolling investments in joint ventures	-	-	-	(4,784)	-	(4,784)
Distributions to noncontrolling investors in joint ventures	-	-	-	(49,928)	-	(49,928)
Changes in intercompany balances with affiliates, net	86,264	157,854	(157,936)	(86,182)	-	-
Borrowings under credit agreement	-	83,000	-	-	-	83,000
Issuance of long-term debt	-	-	-	-	-	-
Proceeds from receivables facility	-	-	-	-	-	-
Repayments of long-term indebtedness	-	(120,485)	(1,195)	(7,088)	-	(128,768)
Net cash provided by (used in) financing activities	23,970	120,269	(159,131)	(146,753)	-	(161,645)
Net change in cash and cash equivalents	-	-	(53,386)	20,529	-	(32,857)
Cash and cash equivalents at beginning of period	-	-	212,992	86,177	-	299,169
Cash and cash equivalents at end of period	\$ -	\$ -	\$ 159,606	\$ 106,706	\$ -	\$ 266,312

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read this discussion together with our unaudited condensed consolidated financial statements and accompanying notes included herein.

Throughout this Quarterly Report on Form 10-Q, Community Health Systems, Inc., the parent company, and its consolidated subsidiaries are referred to on a collective basis using words like "we," "our," "us" and the "Company". This drafting style is not meant to indicate that the publicly-traded parent company or any subsidiary of the parent company owns or operates any asset, business, or property. The hospitals, operations and businesses described in this filing are owned and operated, and management services provided, by distinct and indirect subsidiaries of Community Health Systems, Inc.

Executive Overview

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. We generate revenues by providing a broad range of general and specialized hospital and other outpatient healthcare services to patients in the communities in which we are located. As of September 30, 2012, we owned or leased 135 hospitals comprised of 131 general acute care hospitals and four stand-alone rehabilitation or psychiatric hospitals. In addition, we own and operate home care agencies, located primarily in markets where we also operate a hospital, and through our wholly-owned subsidiary, Quorum Health Resources, LLC, or QHR, we provide management and consulting services to non-affiliated general acute care hospitals located throughout the United States. For the hospitals and home care agencies that we own and operate, we are paid for our services by governmental agencies, private insurers and directly by the patients we serve. For our management and consulting services, we are paid by the non-affiliated hospitals utilizing our services.

As further discussed in Recent Accounting Pronouncements, during the first quarter of 2012 we adopted the provisions of Accounting Standards Update, or ASU, No. 2011-07 of the Financial Accounting Standards Board, or FASB, which requires us to present revenues net of the provision for bad debts. Prior to the adoption of this ASU, our provision for bad debts was presented as a component of operating expenses. For all periods presented in this quarterly report, revenues and any related financial ratios or metrics have been updated to reflect the change in the presentation of net operating revenues. The adoption of this standard did not impact our financial position, results of operations or cash flows.

During the nine months ended September 30, 2012, we continued the execution of our acquisition strategy by acquiring four hospitals located in Scranton, Pennsylvania; Peckville, Pennsylvania; York, Pennsylvania; and Blue Island, Illinois and a large physician practice located in Longview, Texas.

During the nine months ended September 30, 2012, we also closed several financing arrangements that extend the maturity date of a significant portion of our outstanding indebtedness. As further discussed in the Liquidity and Capital Resources section, we entered into additional amendments and a modification of our Credit Facility that extend by two and a half years, until January 25, 2017, the maturity date of approximately \$1.9 billion of our existing non-extended term loans. We obtained a new \$750 million senior secured revolving credit facility and a new \$750 million incremental term loan A facility, both with a maturity date of October 25, 2016, subject to certain acceleration clauses, the net proceeds of which were used to repay the same amount of existing borrowings under the previous revolving credit facility and term loans under the Credit Facility. We also completed through various offerings the issuance of \$2.2 billion of senior notes and \$1.6 billion of senior secured notes, the net proceeds of which were used to finance the purchase and redemption of all our outstanding 8 7/8% Senior Notes due 2015, to prepay \$1.6 billion of the outstanding non-extended term loans under the Credit Facility, to pay related fees and expenses and for general corporate purposes. Compared to our debt maturities at December 31, 2011, the net effect of these financing transactions extended the maturity of approximately \$6.0 billion of our outstanding long-term debt previously due in 2014 and 2015 to various maturities ranging from 2016 to 2020.

[Table of Contents](#)

Our net operating revenues for the three months ended September 30, 2012 increased to approximately \$3.2 billion, as compared to approximately \$2.9 billion for the three months ended September 30, 2011. Income from continuing operations, before noncontrolling interests, for the three months ended September 30, 2012 decreased 38.7% over the three months ended September 30, 2011 to \$58.8 million compared to \$95.8 million. This decrease in income from continuing operations during the three months ended September 30, 2012, as compared to the three months ended September 30, 2011, is due primarily to the loss on early extinguishment of debt. Total inpatient admissions for the three months ended September 30, 2012 increased 5.0%, compared to the three months ended September 30, 2011, and adjusted admissions for the three months ended September 30, 2012 increased 6.3%, compared to the three months ended September 30, 2011. On a same-store basis, admissions decreased 0.3% and adjusted admissions increased 0.8%, compared with the three months ended September 30, 2011.

Our net operating revenues for the nine months ended September 30, 2012 increased to approximately \$9.8 billion, as compared to approximately \$8.9 billion for the nine months ended September 30, 2011. Income from continuing operations, before noncontrolling interests, for the nine months ended September 30, 2012 decreased 7.0% over the nine months ended September 30, 2011 to \$260.6 million compared to \$280.3 million. Included in income from continuing operations for the nine months ended September 30, 2012, is a \$42.8 million after-tax benefit from the resolution of an industry-wide governmental settlement and a payment update related to prior periods, an \$8.7 million after-tax charge to establish reserves for certain legal matters and a \$72.8 million after-tax loss from the early extinguishment of debt. Excluding these one-time items, income from continuing operations, before noncontrolling interests, for the nine months ended September 30, 2012 increased 6.7% over the nine months ended September 30, 2011 to \$299.2 million compared to \$280.3 million. This increase in income from continuing operations during the nine months ended September 30, 2012, as compared to the nine months ended September 30, 2011, is due primarily to increased revenues at our same-store hospitals, income from electronic health records incentive reimbursements and reductions in interest expense. Total inpatient admissions for the nine months ended September 30, 2012 increased 3.7%, compared to the nine months ended September 30, 2011, and adjusted admissions for the nine months ended September 30, 2012 increased 6.7%, compared to the nine months ended September 30, 2011. On a same-store basis, admissions decreased 1.6% and adjusted admissions increased 1.3%, compared with the nine months ended September 30, 2011.

Self-pay revenues represented approximately 13.3% and 12.5% of our operating revenues, net of contractual allowances and discounts (but before provision for bad debts) for the three months ended September 30, 2012 and 2011, respectively, and 13.2% and 12.2% of our operating revenues, net of contractual allowances and discounts (but before provision for bad debts) for the nine months ended September 30, 2012 and 2011, respectively. The amount of foregone revenue related to providing charity care services as a percentage of net operating revenues was approximately 5.6% and 5.1% for the three months ended September 30, 2012 and 2011, respectively, and 5.3% and 5.1% of our net operating revenues for the nine months ended September 30, 2012 and 2011, respectively. Direct and indirect costs incurred by us in providing charity care services were approximately 1.0% of net operating revenues for both of the three-month periods ended September 30, 2012 and 2011, and 1.0% of our net operating revenues for both of the nine months ended September 30, 2012 and 2011.

The Patient Protection and Affordable Care Act, or PPACA, was signed into law on March 23, 2010. In addition, the Health Care and Education Affordability Reconciliation Act of 2010, or Reconciliation Act, which contains a number of amendments to PPACA, was signed into law on March 30, 2010. These two 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, as originally 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, which should reduce our expense from uncollectible accounts receivable. On the other hand, 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.

[Table of Contents](#)

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.

On June 28, 2012, the Supreme Court of the United States largely upheld the constitutionality of the Reform Legislation, though it overturned an aspect of the legislation that would have permitted the Federal government to withhold all Medicaid funding from a state if that state did not expand Medicaid coverage to the extent required by the Reform Legislation. The Supreme Court's ruling instead held that only new incremental funding could be withheld from a state in such a situation. As a result, states will face less severe financial consequences if they refuse to expand Medicaid coverage to individuals with incomes below certain thresholds. Since the Supreme Court's ruling, some states have suggested that, for budgetary and other reasons, they would not expand their Medicaid programs. If states refuse to expand their Medicaid programs, the number of uninsured patients at our hospitals will decline by a smaller margin as compared to our expectations when the Reform Legislation was first adopted. Because of the many variables involved, including the potential for changes to the law as a result of efforts to amend or repeal it, clarifications and modifications resulting from the rule-making process, the development of agency guidance and future judicial interpretations, whether and how many states decide to expand or not to expand Medicaid coverage, and budgetary issues at federal and state levels, we are unable to predict the net impact the Reform Legislation may have on our business, results of operations, cash flow, capital resources and liquidity. 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.

[Table of Contents](#)

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 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 are now 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.

In addition to the Reform Legislation, the American Recovery and Reinvestment Act of 2009 included provisions for implementing health information technology under the Health Information Technology for Economic and Clinical Health Act, or HITECH. These provisions were designed to increase the use of electronic health records, or EHR, technology and establish the requirements for a Medicare and Medicaid incentive payments program beginning in 2011 for eligible hospitals and providers that adopt and meaningfully use certified EHR technology. These incentive payments are intended to offset a portion of the costs incurred to implement and qualify as a meaningful user of EHR. Rules adopted in July 2010 by the Department of Health and Human Services established an initial set of standards and certification criteria. Our hospital facilities have begun to implement EHR technology on a facility-by-facility basis beginning in 2011. We anticipate recognizing incentive reimbursement related to the Medicare or Medicaid incentives as we are able to implement the certified EHR technology, meet the defined “meaningful use criteria,” and information from completed cost report periods is available from which to calculate the incentive reimbursement. The timing of recognizing incentive reimbursement will not correlate with the timing of recognizing operating expenses and incurring capital costs in connection with the implementation of EHR technology which may result in material period-to-period changes in our future results of operations. Hospitals that do not qualify as a meaningful user of EHR technology by 2015 are subject to a reduced market basket update to the inpatient prospective payment system standardized amount in 2015 and each subsequent fiscal year. Although we believe that our hospital facilities will be in compliance with the EHR standards by 2015, there can be no assurance that all of our facilities will be in compliance and therefore not subject to the penalty provisions of HITECH. We recognized approximately \$30.6 million and \$40.2 million during the three months ended September 30, 2012 and 2011, respectively, and \$73.6 million and \$40.2 million during the nine months ended September 30, 2012 and 2011, respectively, of incentive reimbursement for HITECH incentive reimbursements from Medicare and Medicaid related to certain of our hospitals and for certain of our employed physicians, which are presented as a reduction of operating expenses. Net operating revenues for the three and nine months ended September 30, 2011 have been restated for the reclassification of incentive reimbursements to reflect the change in presentation for such incentives during the fourth quarter of 2011 from a component of net operating revenues to a reduction of operating expenses. This reclassification decreased net operating revenues and operating expenses for the three and nine months ended September 30, 2011 by \$40.2 million, and had no impact on income from continuing operations or net income as previously reported. Management does not consider this change in classification to be material.

[Table of Contents](#)

As a result of our current levels of cash, available borrowing capacity, long-term outlook on our debt repayments, the refinancing of our term loans and senior notes and our continued projection of our ability to generate cash flows, we do not anticipate a significant impact on our ability to invest the necessary capital in our business over the next twelve months and into the foreseeable future. We believe there continues to be ample opportunity for growth in substantially all of our markets by decreasing the need for patients to travel outside their communities for healthcare services. Furthermore, we continue to benefit from synergies from our acquisitions and continue to strive to improve operating efficiencies and procedures in order to improve our profitability at all of our hospitals.

Sources of Consolidated Net Operating Revenues

The following table presents the approximate percentages of operating revenues, net of contractual allowances and discounts (but before provision for bad debts) by payor source for the periods indicated. The data for the periods presented are not strictly comparable due to the effect that hospital acquisitions have had on these statistics.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2012	2011	2012	2011
Medicare	25.8 %	26.3 %	25.9 % (1)	26.9 %
Medicaid	10.5	9.6	9.9	9.8
Managed Care and other third-party payors	50.4	51.6	51.0	51.1
Self-pay	13.3	12.5	13.2	12.2
Total	100.0 %	100.0 %	100.0 %	100.0 %

(1) Excludes the \$80.8 million reimbursement settlement and payment update as discussed below.

As shown above, we receive a substantial portion of our revenues from the Medicare and Medicaid programs. Included in Managed Care and other third-party payors is net operating revenues from insurance companies with which we have insurance provider contracts, Medicare managed care, insurance companies for which we do not have insurance provider contracts, workers' compensation carriers and non-patient service revenue, such as rental income and cafeteria sales. In the future, we generally expect revenues received from the Medicare and Medicaid programs to increase due to the general aging of the population. In addition, the Reform Legislation, currently in effect, should increase the number of insured patients, which, in turn, should reduce revenues from self-pay patients and reduce our provision for bad debts. The Reform Legislation, however, imposes significant reductions in amounts the government pays Medicare managed care plans. The trend toward increased enrollment in Medicare managed care may adversely affect our net operating revenue growth. Other provisions in the Reform Legislation impose minimum medical-loss ratios and require insurers to meet specific benefit requirements. Furthermore, in the normal course of business, managed care programs, insurance companies and employers actively negotiate the amounts paid to hospitals. There can be no assurance that we will retain our existing reimbursement arrangements or that these third-party payors will not attempt to further reduce the rates they pay for our services.

[Table of Contents](#)

Net operating revenues include amounts estimated by management to be reimbursable by Medicare and Medicaid under prospective payment systems and provisions of cost-based reimbursement and other payment methods. In addition, we are reimbursed by non-governmental payors using a variety of payment methodologies. Amounts we receive for treatment of patients covered by these programs are generally less than the standard billing rates. We account for the differences between the estimated program reimbursement rates and the standard billing rates as contractual allowance adjustments, which we deduct from gross revenues to arrive at net operating revenues. Final settlements under some of these programs are subject to adjustment based on administrative review and audit by third parties. We account for adjustments to previous program reimbursement estimates as contractual allowance adjustments and report them in the periods that such adjustments become known. During the nine months ended September 30, 2012, we recognized a net after-tax benefit of \$42.8 million from the resolution of an industry-wide governmental settlement and a payment update related to prior periods. Other than this adjustment, contractual allowance adjustments related to final settlements and previous program reimbursement estimates impacted net operating revenues and net income by an insignificant amount in each of the three-month and nine-month periods ended September 30, 2012 and 2011.

The payment rates under the Medicare program for hospital inpatient and outpatient acute care services are based on a prospective payment system, depending upon the diagnosis of a patient's condition. These rates are indexed for inflation annually, although increases have historically been less than actual inflation. On August 31, 2012, CMS issued the final rule to adjust this index by 2.6% for hospital inpatient acute care services that are reimbursed under the prospective payment system. The final rule also made other payment adjustments that, coupled with the 0.7% multifactor productivity reduction and a 0.1% reduction to hospital inpatient rates implemented pursuant to the Reform Legislation, yielded an estimated net 2.3% increase in reimbursement for hospital inpatient acute care services beginning October 1, 2012. Reductions in the rate of increase or overall reductions in Medicare reimbursement may cause a decline in the growth of our net operating revenues.

Currently, several states utilize supplemental reimbursement programs for the purpose of providing reimbursement to providers to offset a portion of the cost of providing care to Medicaid and indigent patients. These programs are designed with input from Centers for Medicare and Medicaid Services, or CMS, and are funded with a combination of state and federal resources, including, in certain instances, fees or taxes levied on the providers. Similar programs are also being considered by other states. After these supplemental programs are signed into law, we recognize revenue and related expenses in the period in which amounts are estimable and collection is reasonably assured. Reimbursement under these programs is reflected in net operating revenues and included as Medicaid revenue in the table above, and fees, taxes or other program related costs are reflected in other operating costs and expenses.

Results of Operations

Our hospitals offer a variety of services involving a broad range of inpatient and outpatient medical and surgical services. These include general acute care, emergency room, general and specialty surgery, critical care, internal medicine, obstetrics, diagnostic services, psychiatric and rehabilitation services. The strongest demand for hospital services generally occurs during January through April and the weakest demand for these services occurs during the summer months. Accordingly, eliminating the effect of new acquisitions, our net operating revenues and earnings are historically highest during the first quarter and lowest during the third quarter.

[Table of Contents](#)

The following tables summarize, for the periods indicated, selected operating data.

	Three Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2012	2011	2012	2011
(Expressed as a percentage of net operating revenues)				
Consolidated:				
Net operating revenues	100.0 %	100.0 %	100.0 %	100.0 %
Operating expenses (a)	(85.3)	(84.9)	(85.0)	(85.0)
Depreciation and amortization	(5.7)	(5.5)	(5.5)	(5.4)
Income from operations	9.0	9.6	9.5	9.6
Interest expense, net	(5.0)	(5.4)	(4.7)	(5.5)
Loss from early extinguishment of debt	(1.6)	-	(1.2)	-
Equity in earnings of unconsolidated affiliates	0.2	0.3	0.3	0.4
Income from continuing operations before income taxes	2.6	4.5	3.9	4.5
Provision for income taxes	(0.8)	(1.2)	(1.2)	(1.4)
Income from continuing operations	1.8	3.3	2.7	3.1
Loss from discontinued operations, net of taxes	-	(0.2)	-	(0.6)
Net income	1.8	3.1	2.7	2.5
Less: Net income attributable to noncontrolling interests	(0.4)	(0.6)	(0.6)	(0.6)
Net income attributable to Community Health Systems, Inc. stockholders	1.4 %	2.5 %	2.1 %	1.9 %

	Three Months Ended September 30, 2012	Nine Months Ended September 30, 2012
Percentage increase (decrease) from same period prior year:		
Net operating revenues	9.0 %	9.6 %
Admissions	5.0	3.7
Adjusted admissions (b)	6.3	6.7
Average length of stay	(2.3)	-
Net income attributable to Community Health Systems, Inc. (c)	(40.5)	18.7
Same store percentage increase (decrease) from same period prior year (d)		
Net operating revenues	4.0 %	4.3 %
Admissions	(0.3)	(1.6)
Adjusted admissions (b)	0.8	1.3

- (a) Operating expenses include salaries and benefits, supplies, other operating expenses, electronic health records incentive reimbursement and rent.
- (b) 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.
- (c) Includes income (loss) from discontinued operations.
- (d) Includes acquired hospitals to the extent we operated them in both periods.

Three Months Ended September 30, 2012 Compared to Three Months Ended September 30, 2011

Net operating revenues increased \$266.6 million to approximately \$3.2 billion for the three months ended September 30, 2012, from approximately \$2.9 billion for the three months ended September 30, 2011. Hospitals owned throughout both periods contributed \$117.9 million of that increase and hospitals acquired in 2012 and 2011 contributed \$148.7 million. On a same-store basis, net operating revenues increased 4.0%. The increased net operating revenues contributed by hospitals that we owned throughout both periods were primarily attributable to general rate and reimbursement increases including revenues from states with provider assessment programs.

On a consolidated basis, inpatient admissions increased by 5.0% and adjusted admissions increased by 6.3% during the three months ended September 30, 2012. On a same-store basis, inpatient admissions decreased by 0.3% during the three months ended September 30, 2012. This decrease in same-store inpatient admissions was due primarily to a decrease in admissions from women's services including obstetrics and gynecology during the three months ended September 30, 2012, as compared to the three months ended September 30, 2011.

Operating expenses, excluding depreciation and amortization, as a percentage of net operating revenues, increased 0.4% to 85.3% for the three months ended September 30, 2012, compared to 84.9% for the three months ended September 30, 2011. Salaries and benefits, as a percentage of net operating revenues, increased 0.2% to 47.5% for the three months ended September 30, 2012, compared to 47.3% for the three months ended September 30, 2011. This increase in salaries and benefits is primarily due to recent acquisitions. Supplies, as a percentage of net operating revenues, decreased 0.5% to 15.1% for the three months ended September 30, 2012, as compared to 15.6% for the three months ended September 30, 2011. This decrease is due primarily to lower drug, implant and food costs. Other operating expenses, as a percentage of net operating revenues, increased 0.4% to 21.6% for the three months ended September 30, 2012, as compared to 21.2% for the three months ended September 30, 2011. This increase is due primarily to an increase in costs associated with provider taxes from states with provider assessment programs. Rent, as a percentage of net operating revenues, decreased 0.1% to 2.1% for the three months ended September 30, 2012, as compared to 2.2% for the three months ended September 30, 2011. Equity in earnings of unconsolidated affiliates, as a percentage of net operating revenues, decreased 0.1% to 0.2% for the three months ended September 30, 2012, as compared to 0.3% for the three months ended September 30, 2011.

Electronic health records incentive reimbursements represent those incentives under the HITECH Act for which the recognition criterion has been met. We have recognized approximately \$30.6 million and \$40.2 million of incentive reimbursements, or 1.0% and 1.4% of net operating revenues for the three months ended September 30, 2012 and 2011, respectively. We received payments of \$12.8 million and \$6.5 million during the three months ended September 30, 2012 and 2011, respectively. Operating expenses incurred related to the installation and adoption of electronic health records, including depreciation and amortization, totaled approximately 0.7% of net operating revenues, of which depreciation and amortization represented 0.3% of net operating revenues for the three months ended September 30, 2012. Operating expenses incurred related to the installation and adoption of electronic health records totaled approximately 0.3% of net operating revenues for the three months ended September 30, 2011. No depreciation and amortization was incurred during the three months ended September 30, 2011.

Depreciation and amortization, as a percentage of net operating revenues, increased 0.2% to 5.7% for the three months ended September 30, 2012, compared to 5.5% for the three months ended September 30, 2011.

Interest expense, net, decreased by \$0.9 million from \$159.5 million for the three months ended September 30, 2011 to \$158.6 million for the three months ended September 30, 2012. A decrease in interest rates during the three months ended September 30, 2012, compared to September 30, 2011, resulted in a decrease in interest expense of \$14.9 million. This decrease was partially offset by an increase in our average outstanding debt during the three months ended September 30, 2012, compared to the three months ended September 30, 2011, and by less interest being capitalized during the three months ended September 30, 2012, as compared to the three months ended September 30, 2011, as the current year period had fewer major construction projects, resulting in an increase in interest expense of \$13.1 million and \$0.9 million, respectively.

[Table of Contents](#)

The loss from early extinguishment of debt of \$52.0 million was recognized after the purchase and redemption of the 8 ⁷/₈% Senior Notes due 2015 and the repayment of existing term loans under the Credit Facility as further discussed in Liquidity and Capital Resources.

The net of the above mentioned changes resulted in income from continuing operations before income taxes decreasing \$48.0 million from \$132.5 million for the three months ended September 30, 2011 to \$84.5 million for the three months ended September 30, 2012.

Provision for income taxes decreased from \$36.7 million for the three months ended September 30, 2011 to \$25.7 million for the three months ended September 30, 2012, due primarily to the decrease in income from continuing operations before income taxes in the comparable period in 2011, as discussed above. Our effective tax rate increased from 27.7% for the three months ended September 30, 2011 to 30.4% for the three months ended September 30, 2012 due to a release of liabilities for uncertain tax positions in the period in 2011.

Income from continuing operations, as a percentage of net operating revenues, decreased 1.5% to 1.8% for the three months ended September 30, 2012, compared to 3.3% for the three months ended September 30, 2011. Net income, as a percentage of net operating revenues, decreased 1.3% to 1.8% for the three months ended September 30, 2012, compared to 3.1% for the three months ended September 30, 2011. This decrease in both income from continuing operations and net income, as a percentage of net operating revenues, was due primarily to the loss from early extinguishment of debt and a decrease in income from electronic health records incentive reimbursement.

Net income attributable to noncontrolling interests as a percentage of net operating revenues, decreased 0.2% to 0.4% for the three months ended September 30, 2012, compared to 0.6% for the three months ended September 30, 2011.

Net income attributable to Community Health Systems, Inc. was \$44.2 million for the three months ended September 30, 2012, compared to \$74.3 million for the three months ended September 30, 2011, representing a decrease of 40.5%. The decrease in net income is primarily due to the loss from early extinguishment of debt and a decrease in income from electronic health records incentive reimbursement.

Nine Months Ended September 30, 2012 Compared to Nine Months Ended September 30, 2011

Net operating revenues increased \$851.7 million to approximately \$9.8 billion for the nine months ended September 30, 2012, from approximately \$8.9 billion for the nine months ended September 30, 2011. Hospitals owned throughout both periods contributed \$378.7 million of that increase and hospitals acquired in 2012 and 2011 contributed \$392.2 million. On a same-store basis, net operating revenues increased 4.3%. The increased net operating revenues contributed by hospitals that we owned throughout both periods were primarily attributable to general rate and reimbursement increases including revenues from states with provider assessment programs. Included in net operating revenues on a non-same store basis is approximately \$101.8 million of net operating revenues from an industry-wide settlement with the United States Department of Health and Human Services and CMS, based on a claim that acute-care hospitals in the U.S. were underpaid from the Medicare inpatient prospective payment system in federal fiscal years 1999 through 2011. The underpayments resulted from calculations related to the rural floor budget neutrality adjustments implemented in connection with the Balanced Budget Act of 1997. Also included is an unfavorable adjustment of approximately \$21.0 million, related to the newly issued Supplemental Security Income ratios for federal fiscal years 2006 through 2009 utilized for calculating Medicare Disproportionate Share Hospital reimbursements.

[Table of Contents](#)

On a consolidated basis, inpatient admissions increased by 3.7% and adjusted admissions increased by 6.7% during the nine months ended September 30, 2012. On a same-store basis, inpatient admissions decreased by 1.6% during the nine months ended September 30, 2012. This decrease in same-store inpatient admissions was due primarily to a decrease in admissions from women's services including obstetrics and gynecology and fewer flu and respiratory-related admissions during the nine months ended September 30, 2012, as compared to the nine months ended September 30, 2011.

Operating expenses, excluding depreciation and amortization, as a percentage of net operating revenues, remained consistent at 85.0% for each of the nine months ended September 30, 2012 and 2011. Salaries and benefits, as a percentage of net operating revenues, decreased 0.1% to 46.6% for the nine months ended September 30, 2012, compared to 46.7% for the nine months ended September 30, 2011. This decrease in salaries and benefits, as a percentage of net operating revenues, is due primarily to the increase in non-same store net operating revenues described above as well as efficiencies gained since the prior year in our hospitals owned throughout both periods. Supplies, as a percentage of net operating revenues, decreased 0.3% to 15.1% for the nine months ended September 30, 2012, as compared to 15.4% for the nine months ended September 30, 2011. This decrease is due primarily to lower drug, implant and food costs. Other operating expenses, as a percentage of net operating revenues, increased 0.7% to 22.0% for the nine months ended September 30, 2012, as compared to 21.3% for the nine months ended September 30, 2011. This increase is due primarily to an increase in costs associated with provider taxes from states with provider assessment programs. Rent, as a percentage of net operating revenues, remained consistent at 2.1% for each of the nine months ended September 30, 2012 and 2011. Equity in earnings of unconsolidated affiliates, as a percentage of net operating revenues, decreased 0.1% to 0.3% for the nine months ended September 30, 2012, compared to 0.4% for the nine months ended September 30, 2011.

Electronic health records incentive reimbursements represent those incentives under the HITECH Act for which the recognition criterion has been met. We have recognized approximately \$73.6 million and \$40.2 million of incentive reimbursements, or 0.8% and 0.5% of net operating revenues, for the nine months ended September 30, 2012 and 2011, respectively. We received payments of \$41.6 million and \$6.5 million during the nine months ended September 30, 2012 and 2011, respectively. Operating expenses incurred related to the installation and adoption of electronic health records, including depreciation and amortization, totaled approximately 0.5% of net operating revenues, of which depreciation and amortization represented 0.3% of net operating revenues for the nine months ended September 30, 2012. Operating expenses incurred related to the installation and adoption of electronic health records totaled approximately 0.2% of net operating revenues for the nine months ended September 30, 2011. No depreciation and amortization was incurred during the nine months ended September 30, 2011.

Depreciation and amortization, as a percentage of net operating revenues, increased 0.1% to 5.5% for the nine months ended September 30, 2012, as compared to 5.4% for the nine months ended September 30, 2011.

[Table of Contents](#)

Interest expense, net, decreased by \$23.6 million from \$485.9 million for the nine months ended September 30, 2011 to \$462.3 million for the nine months ended September 30, 2012. A decrease in interest rates during the nine months ended September 30, 2012, compared to September 30, 2011, resulted in a decrease in interest expense of \$49.6 million. Additionally, interest expense decreased by \$4.2 million as a result of more interest being capitalized during the nine months ended September 30, 2012, as compared to the nine months ended September 30, 2011, as the current year period had more major construction projects. These decreases were partially offset by an increase in our average outstanding debt during the nine months ended September 30, 2012, compared to the nine months ended September 30, 2011, and one additional day of interest expense since 2012 is a leap year, resulting in an increase in interest expense of \$28.4 million and \$1.8 million, respectively.

The loss from early extinguishment of debt of \$115.5 million was recognized after the purchase and redemption of the 8 ⁷/₈% Senior Notes due 2015 and the repayment of existing term loans and revolving credit facility under the Credit Facility as further discussed in Liquidity and Capital Resources.

The net of the above mentioned changes resulted in income from continuing operations before income taxes decreasing \$24.2 million from \$405.9 million for the nine months ended September 30, 2011 to \$381.7 million for the nine months ended September 30, 2012.

Provision for income taxes decreased from \$125.6 million for the nine months ended September 30, 2011 to \$121.0 million for the nine months ended September 30, 2012, due primarily to the decrease in income from continuing operations before income taxes in the comparable period in 2011, as discussed above. Our effective tax rate increased from 31.0% for the nine months ended September 30, 2011 to 31.7% for the nine months ended September 30, 2012 due to due to a release of liabilities for uncertain tax positions in the period in 2011.

Income from continuing operations, as a percentage of net operating revenues, decreased 0.4% to 2.7% for the nine months ended September 30, 2012, compared to 3.1% for the nine months ended September 30, 2011. Income from continuing operations, as a percentage of net operating revenues, was lower for the nine months ended September 30, 2012 due to the loss from early extinguishment of debt. Net income, as a percentage of net operating revenues, increased 0.2% to 2.7% for the nine months ended September 30, 2012, compared to 2.5% for the nine months ended September 30, 2011. Net income, as a percentage of net operating revenues, was lower for the nine months ended September 30, 2011 due to the loss on discontinued operations from loss on sale, impairment of hospitals held for sale and loss on entities sold.

Net income attributable to noncontrolling interests as a percentage of net operating revenues, remained consistent at 0.6% for each of the nine months ended September 30, 2012 and 2011.

Net income attributable to Community Health Systems, Inc. was \$203.1 million for the nine months ended September 30, 2012, compared to \$171.0 million for the nine months ended September 30, 2011, representing an increase of 18.7%. The increase in net income is primarily due to the increase in net operating revenues, income from electronic health records incentive reimbursement and a decrease in interest expense, offset by the loss from early extinguishment of debt as discussed above.

Liquidity and Capital Resources

Net cash provided by operating activities decreased \$42.3 million, from \$820.2 million for the nine months ended September 30, 2011 to \$777.9 million for the nine months ended September 30, 2012. The decrease in cash provided by operating activities, in comparison to the prior year period, is primarily due to a decrease in cash flow from the change in accounts receivable of \$137.0 million, from the change in supplies, prepaid expenses and other current assets of \$36.8 million, from the change in accounts payable, accrued liabilities and income taxes of \$43.0 million and a decrease in other non-cash expenses related to the impairment of hospitals sold in 2011 of \$47.9 million. These decreases in cash flows were partially offset by an increase in net income of \$35.7 million, an increase in depreciation and amortization expense of \$50.4 million, loss from early extinguishment of debt of \$115.5 million, an increase in all other non-cash expenses of \$7.1 million, and an increase in cash flow from the change in other assets and liabilities of \$13.7 million. Included in net cash provided by operating activities for the nine months ended September 30, 2012 is \$41.6 million of cash received for HITECH incentive reimbursements.

The cash used in investing activities was \$1.1 billion for the nine months ended September 30, 2012, compared to \$691.4 million for the nine months ended September 30, 2011. The increase in cash used in investing activities, in comparison to the prior year period, is primarily due to an increase in cash used for acquisition of facilities and other related equipment of \$103.5 million, an increase in cash used for purchasing property and equipment of \$24.6 million and an increase in cash used for other investments of \$91.2 million. Included in cash outflows for other investments for the nine months ended September 30, 2012 is approximately \$103.2 million of capital expenditures related to the purchase and implementation of certified EHR technology. The remaining cash outflows for other investments consists primarily of purchases and development of other internal-use software and payments made under non-employee physician recruiting agreements, of \$119.0 million. Other reasons for the increase in cash used in investing activities were the decrease in proceeds from the disposition of ancillary operations of \$172.6 million and the decrease in proceeds received from the sale of property and equipment of \$4.5 million.

The cash provided by financing activities was \$420.7 million for the nine months ended September 30, 2012, compared to \$161.6 million used in financing activities for the nine months ended September 30, 2011. The increase in cash provided by financing activities is due primarily to the increase in borrowings under the credit agreement, proceeds from the Receivables Facility and the issuance of long-term debt, offset partially by repayments of long-term debt during the nine months ended September 30, 2012, in comparison to the prior year period.

Capital Expenditures

Cash expenditures related to purchases of facilities were \$312.9 million for the nine months ended September 30, 2012, compared to \$209.5 million for the nine months ended September 30, 2011. The expenditures during the nine months ended September 30, 2012 were for the purchase of three hospitals in Pennsylvania, one hospital in Illinois, a physician practice in Texas, surgery centers and other physician practices and the settlement of working capital items from prior acquisitions and divestitures. The expenditures during the nine months ended September 30, 2011 were for the purchase of three hospitals in Pennsylvania, surgery centers and physician practices and the settlement of working capital items from 2010 acquisitions.

[Table of Contents](#)

Excluding the cost to construct replacement hospitals, our cash expenditures for routine capital for the nine months ended September 30, 2012 totaled \$465.6 million, compared to \$406.5 million for the nine months ended September 30, 2011. These capital expenditures related primarily to the purchase of additional equipment, minor renovations and information systems infrastructure. Costs to construct replacement hospitals for the nine months ended September 30, 2012 totaled \$91.9 million, compared to \$126.3 million for the nine months ended September 30, 2011. The costs to construct replacement hospitals for both of the nine-month periods ended September 30, 2012 and 2011 represented both planning and construction costs for the four replacement hospitals discussed below.

Pursuant to hospital purchase agreements in effect as of September 30, 2012, and where final certificate of need approval has been obtained, we have commitments to build the following four replacement facilities: As required by an amendment to our lease agreement entered into in 2005, we agreed to build a replacement hospital at our Barstow, California location by November 2012. This replacement hospital was completed in September 2012 and occupied in October 2012. As part of an acquisition in 2007, we agreed to build a replacement hospital in Valparaiso, Indiana, which opened in August 2012. As part of an acquisition in 2009, we agreed to build a replacement hospital in Siloam Springs, Arkansas, which opened in April 2012. As part of an acquisition in 2012, we agreed to build a replacement hospital in York, Pennsylvania, by July 2017. Construction costs, including equipment costs, for these four replacement facilities are currently estimated to be approximately \$368.5 million, of which approximately \$302.1 million has been incurred to date. In addition, in October 2008, after the purchase of the noncontrolling owner's interest in our Birmingham, Alabama facility, we initiated the purchase of a site, which includes a partially constructed hospital structure, for a potential replacement to our existing Birmingham facility. In September 2010, we received approval of our request for a certificate of need from the Alabama Certificate of Need Review Board; however, this certificate of need remains subject to the final resolution of an appeal process. Our estimated construction costs, including the acquisition of the site and equipment costs, are approximately \$280.0 million for the Birmingham replacement facility.

Capital Resources

Net working capital was approximately \$1.2 billion at September 30, 2012, compared to approximately \$935.0 million at December 31, 2011. The increase in net working capital is primarily attributable to an increase in working capital from the acquisition of four hospitals and a large physician practice and an increase in patient accounts receivable, offset by a decrease in income taxes receivable from tax refunds received.

In connection with the consummation of the Triad acquisition in July 2007, we obtained approximately \$7.2 billion of senior secured financing under the Credit Facility with a syndicate of financial institutions led by Credit Suisse, as administrative agent and collateral agent. The Credit Facility consisted of an approximately \$6.1 billion funded term loan facility with a maturity of seven years, a \$300 million delayed draw term loan facility (subsequently reduced by us from \$400 million) with a maturity of seven years and a \$750 million revolving credit facility with a maturity of six years. During the fourth quarter of 2008, \$100 million of the delayed draw term loan had been drawn down by us, reducing the delayed draw term loan availability to \$200 million at December 31, 2008. In January 2009, we drew down the remaining \$200 million of the delayed draw term loan. The revolving credit facility also includes a subfacility for letters of credit and a swingline subfacility. The Credit Facility requires quarterly amortization payments of each term loan facility

[Table of Contents](#)

equal to 0.25% of the outstanding amount of the term loans. On November 5, 2010, we entered into an amendment and restatement of our existing Credit Facility. The amendment extended by two and a half years, until January 25, 2017, the maturity date of \$1.5 billion of our existing term loans under the Credit Facility and increased the pricing on these term loans to LIBOR plus 350 basis points. The amendment also increased our ability to issue additional indebtedness under the uncommitted incremental facility to \$1.0 billion from \$600 million, permitted us to issue term loan A loans under the incremental facility and provided up to \$2.0 billion of borrowing capacity from receivable transactions, an increase of \$0.5 billion, of which approximately \$1.7 billion would be required to be used for repayment of our existing term loans. On February 2, 2012, we completed a second amendment and restatement of the Credit Facility to extend an additional \$1.6 billion of our existing non-extended term loans under the Credit Facility to match the maturity date and interest rate margins of the extended term loans due January 25, 2017. On August 3, 2012, we entered into a third amendment of the Credit Facility to provide increased flexibility for refinancing and repayment of the existing non-extended term loans and amend certain other terms. On August 22, 2012, we entered into a loan modification agreement with respect to the Credit Facility to extend approximately \$340 million of the existing non-extended term loans to match the maturity date and interest rate margins of the extended term loans due January 25, 2017. The July 25, 2014 maturity date of the balance of the remaining non-extended term loans at September 30, 2012 of approximately \$266.1 million remains unchanged.

Effective March 6, 2012, we obtained a new \$750 million senior secured revolving credit facility, or the Replacement Revolver Facility, and a new \$750 million incremental term loan A facility, or the Incremental Term Loan. The Replacement Revolver Facility replaced in full the existing revolving credit facility under the Credit Facility. The net proceeds of the Incremental Term Loan were used to repay the same amount of the existing term loans under the Credit Facility. Both the Replacement Revolver Facility and the Incremental Term Loan have a maturity date of October 25, 2016, subject to customary acceleration events and to the repayment, extension or refinancing with longer maturity debt of substantially all of the then outstanding term loans maturing July 25, 2014 and the now fully redeemed 8 ⁷/₈% Senior Notes due 2015. The pricing on each of the Replacement Revolver Facility and the Incremental Term Loan is initially LIBOR plus a margin of 250 basis points, subject to adjustment based on our leverage ratio. The Incremental Term Loan amortizes at 5% in year one, 10% in years two and three, 15% in year four and 60% in year five.

The term loan facility must be prepaid in an amount equal to (1) 100% of the net cash proceeds of certain asset sales and dispositions by us and our 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 us and our subsidiaries, subject to certain exceptions, and (3) 50%, subject to reduction to a lower percentage based on our leverage ratio (as defined in the Credit Facility generally as the ratio of total debt on the date of determination to our 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 obligor under the Credit Facility is CHS. All of our obligations under the Credit Facility are unconditionally guaranteed by Community Health Systems, Inc. and certain of its 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 Community Health Systems, Inc., CHS and each subsidiary guarantor, including equity interests held by us or any subsidiary guarantor, but excluding, among others, the equity interests of non-significant subsidiaries, syndication subsidiaries, securitization subsidiaries and joint venture subsidiaries.

[Table of Contents](#)

The loans under the Credit Facility bear interest on the outstanding unpaid principal amount at a rate equal to an applicable percentage plus, at our 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 0.5% or (3) the adjusted LIBOR rate 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 loans is 1.25% for term loans due 2014 and 2.25% for term loans due 2017. The applicable percentage for Eurodollar rate loans is 2.25% for term loans due 2014 and 3.5% for term loans due 2017. The applicable percentage for revolving loans was initially 1.25% for Alternate Base Rate revolving loans and 2.25% for Eurodollar revolving loans, in each case subject to reduction based on our leverage ratio. Loans under the swingline subfacility bear interest at the rate applicable to Alternate Base Rate loans under the revolving credit facility.

We have 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. We are obligated to pay commitment fees of 0.50% per annum (subject to reduction based upon our leverage ratio), on the unused portion of the revolving credit facility. For purposes of this calculation, swingline loans are not treated as usage of the revolving credit facility. With respect to the delayed draw term loan facility, we were also obligated to pay commitment fees of 0.50% per annum for the first nine months after the close of the Credit Facility and 0.75% per annum for the next three months after such nine-month period and thereafter 1.0% per annum. In each case, the commitment fee was based on the unused amount of the delayed draw term loan facility. After the draw down of the remaining \$200 million of the delayed draw term loan in January 2009, we no longer pay any commitment fees for the delayed draw term loan facility. We also paid arrangement fees on the closing of the Credit Facility and pay an annual administrative agent fee.

The Credit Facility contains customary representations and warranties, subject to limitations and exceptions, and customary covenants restricting our and our subsidiaries' ability, subject to certain exception, 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 our businesses, (10) grant certain guarantees with respect to physician practices, (11) engage in sale and leaseback transactions or (12) change our fiscal year. We and our subsidiaries are 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) our 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.

[Table of Contents](#)

As of September 30, 2012, the availability for additional borrowings under our Credit Facility was approximately \$750 million pursuant to the revolving credit facility, of which \$37.7 million was set aside for outstanding letters of credit. We believe that these funds, along with internally generated cash and continued access to the bank credit and capital markets, will be sufficient to finance future acquisitions, capital expenditures and working capital requirements through the next 12 months and into the foreseeable future.

On March 21, 2012, CHS completed the secondary offering of \$1.0 billion aggregate principal amount of 8% Senior Notes due 2019, which were issued in a private placement (at a premium of 102.5%). The net proceeds from this issuance were used to finance the purchase of \$850 million aggregate principal amount of CHS' outstanding 8 ⁷/₈% Senior Notes due 2015, to pay related fees and expenses and for general corporate purposes. On March 21, 2012, CHS completed the cash tender offer for \$850 million of the then \$1.8 billion aggregate outstanding principal amount of 8 ⁷/₈% Senior Notes due 2015.

On July 18, 2012, CHS completed an underwritten public offering under our automatic shelf registration filed with the Securities and Exchange Commission for \$1.2 billion aggregate principal amount of 7 ¹/₈% Senior Notes due 2020. The net proceeds of the offering were used to finance the purchase or redemption of the then outstanding \$934.3 million principal amount plus accrued interest of the 8 ⁷/₈% Senior Notes due 2015, to pay for consents delivered in connection therewith, to pay related fees and expenses, and for general corporate purposes.

On August 17, 2012, CHS completed an underwritten public offering under our automatic shelf registration filed with the Securities and Exchange Commission for \$1.6 billion aggregate principal amount of 5 ¹/₈% Senior Secured Notes due 2018. The 5 ¹/₈% Senior Secured Notes are secured by a first-priority lien subject to a shared lien of equal priority with certain other obligations, including obligations under the Credit Facility, and subject to prior ranking liens permitted by the indenture governing the 5 ¹/₈% Senior Secured Notes on substantially the same assets, subject to certain exceptions, that secure CHS' obligations under the Credit Facility. The net proceeds of the offering, together with available cash on hand, were used to finance the prepayment of \$1.6 billion of the outstanding non-extended term loans under the Credit Facility and related fees and expenses.

On March 21, 2012, through certain of our subsidiaries, we entered into an accounts receivable loan agreement, or the Receivables Facility, with a group of conduit lenders and liquidity banks, Credit Agric le Corporate and Investment Bank, as a managing agent and as the administrative agent, and The Bank of Nova Scotia, as a managing agent. The existing and future patient-related accounts receivable, or the Receivables, for certain of our hospitals serve as collateral for the outstanding borrowings under the Receivables Facility. The interest rate on the borrowings is based on the commercial paper rate plus an applicable interest rate spread. Unless earlier terminated or subsequently extended pursuant to its terms, the Receivables Facility will expire on March 21, 2014, subject to customary termination events that could cause an early termination date. We maintain effective control over the Receivables because, pursuant to the terms of the Receivables Facility, the Receivables are sold from certain of our subsidiaries to us, and we then sell or contribute the Receivables to a special-purpose entity that is wholly-owned by us. The wholly-owned special-purpose entity in turn grants security interests in the Receivables in exchange for borrowings obtained from the group of third-party conduit lenders and liquidity banks of up to \$300 million outstanding from time to time based on the availability of eligible Receivables and other customary factors. The group of third-party conduit lenders and liquidity banks do not have recourse to us or our subsidiaries beyond the assets of the wholly-owned special-purpose entity that collateralizes the loan. The Receivables and other assets of the wholly-owned special-purpose entity will be available first and foremost to satisfy the claims of the creditors of such entity. The outstanding borrowings pursuant to the Receivables Facility at September 30, 2012 totaled \$300.0 million and are classified as long-term debt on the condensed consolidated balance sheet. At September 30, 2012, the carrying amount of Receivables included in the Receivables Facility totaled approximately \$866.5 million and are included in patient accounts receivable on the condensed consolidated balance sheet.

[Table of Contents](#)

As of September 30, 2012, we are a party to the following interest rate swap agreements to limit the effect of changes in interest rates on approximately 76% of our variable rate debt. On each of these swaps, we receive a variable rate of interest based on the three-month LIBOR in exchange for the payment by us of a fixed rate of interest. We currently pay, on a quarterly basis, a margin above LIBOR of 225 basis points for revolving credit and term loans due 2014 and 350 basis points for term loans due 2017 under the Credit Facility.

Swap #	Notional Amount (in 000's)	Fixed Interest Rate	Termination Date	Fair Value of Liability (in 000's)
1	\$ 100,000	3.352 %	October 23, 2012	\$ 186
2	125,000	4.375 %	November 23, 2012	729
3	75,000	4.380 %	November 23, 2012	436
4	150,000	5.020 %	November 30, 2012	1,146
5	200,000	2.242 %	February 28, 2013	1,558
6	100,000	5.023 %	May 30, 2013	3,114
7	300,000	5.242 %	August 6, 2013	12,533
8	100,000	5.038 %	August 30, 2013	4,313
9	50,000	3.586 %	October 23, 2013	1,729
10	50,000	3.524 %	October 23, 2013	1,696
11	100,000	5.050 %	November 30, 2013	5,495
12	200,000	2.070 %	December 19, 2013	4,217
13	100,000	5.231 %	July 25, 2014	8,824
14	100,000	5.231 %	July 25, 2014	8,823
15	200,000	5.160 %	July 25, 2014	17,390
16	75,000	5.041 %	July 25, 2014	6,359
17	125,000	5.022 %	July 25, 2014	10,555
18	100,000	2.621 %	July 25, 2014	4,095
19	100,000	3.110 %	July 25, 2014	4,981
20	100,000	3.258 %	July 25, 2014	5,249
21	200,000	2.693 %	October 26, 2014	9,575
22	300,000	3.447 %	August 8, 2016	32,294
23	200,000	3.429 %	August 19, 2016	21,510
24	100,000	3.401 %	August 19, 2016	10,654
25	200,000	3.500 %	August 30, 2016	22,165
26	100,000	3.005 %	November 30, 2016	9,584

The Credit Facility and/or the Notes contain various covenants that limit our ability to take certain actions including, among other things, our 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 without securing the notes;
- sell or otherwise dispose of assets, including capital stock of subsidiaries;

[Table of Contents](#)

- enter into agreements that restrict dividends from subsidiaries;
- merge, consolidate, sell or otherwise dispose of substantial portions of our assets;
- enter into transactions with affiliates; and
- guarantee certain obligations.

In addition, our Credit Facility contains restrictive covenants and requires us to maintain specified financial ratios and satisfy other financial condition tests. We were in compliance with all financial ratios and other financial condition tests at September 30, 2012, and expect to remain in compliance in the future. Our ability to meet these restrictive covenants and 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 and/or the Notes. Upon the occurrence of an event of default under our Credit Facility or the Notes, all amounts outstanding under our Credit Facility and the Notes may become due and payable and all commitments under the Credit Facility to extend further credit may be terminated.

We believe that internally generated cash, availability for additional borrowings under our Credit Facility of \$750 million (consisting of a \$750 million revolving credit facility, of which \$37.7 million is set aside for outstanding letters of credit as of September 30, 2012) and our ability to amend the Credit Facility to provide for one or more tranches of term loans in an aggregate principal amount of \$1.0 billion and our continued access to the bank credit and capital markets will be sufficient to finance acquisitions, capital expenditures and working capital requirements through the next 12 months. We believe these same sources of cash, borrowings under our Credit Facility as well as access to bank credit and capital markets will be available to us beyond the next 12 months and into the foreseeable future.

On May 24, 2012, we filed a universal automatic shelf registration statement on Form S-3ASR that will permit us, from time to time, in one or more public offerings, to offer debt securities, common stock, preferred stock, warrants, depositary shares, or any combination of such securities. The shelf registration statement will also permit our subsidiary, CHS, to offer debt securities that would be guaranteed by us, from time to time in one or more public offerings. The terms of any such future offerings would be established at the time of the offering.

The ratio of earnings to fixed charges is a measure of our ability to meet our fixed obligations related to our indebtedness. The following table shows the ratio of earnings to fixed charges for the nine months ended September 30, 2012:

	<u>Nine Months Ended September 30, 2012</u>
Ratio of earnings to fixed charges (1)	1.66 x

- (1) Fixed charges include interest expensed and capitalized during the year plus an estimate of the interest component of rent expense. There are no shares of preferred stock outstanding. See exhibit 12 filed as part of this Report for the calculation of this ratio.

Off-balance Sheet Arrangements

Our consolidated operating results for the nine months ended September 30, 2012 and 2011, included \$168.0 million and \$155.7 million, respectively, of net operating revenues and \$20.3 million and \$14.6 million, respectively, of income from operations generated from five hospitals operated by us under operating lease arrangements. In accordance with accounting principles generally accepted in the United States of America, or U.S. GAAP, the respective assets and the future lease obligations under these arrangements are not recorded on our condensed consolidated balance sheet. Lease costs under these arrangements are included in rent expense and totaled approximately \$8.7 million and \$8.9 million for the nine months ended September 30, 2012 and 2011, respectively. The current terms of these operating leases expire between January 2013 and June 2022, not including lease extension options. If we allow these leases to expire, we would no longer generate revenue nor incur expenses from these hospitals.

In the past, we have utilized operating leases as a financing tool for obtaining the operations of specified hospitals without acquiring, through ownership, the related assets of the hospital and without a significant outlay of cash at the front end of the lease. We utilize the same operating strategies to improve operations at those hospitals held under operating leases as we do at those hospitals that we own. We have not entered into any operating leases for hospital operations since December 2000.

Noncontrolling Interests

We have sold noncontrolling interests in certain of our subsidiaries or acquired subsidiaries with existing noncontrolling interest ownership positions. As of September 30, 2012, we have hospitals in 21 of the markets we serve, with noncontrolling physician ownership interests ranging from less than 1% to 40%, including one hospital that also has a non-profit entity as a partner. In addition, we have three other hospitals with noncontrolling interests owned by non-profit entities. During the three months ended March 31, 2012, one of our subsidiaries purchased the outstanding partnership interests not already owned by us that were held by physician investors in the limited partnership that owns and operates Longview Regional Medical Center in Longview, Texas. The purchase price for these partnership interests was \$28.8 million. After acquiring these partnership interests, one or more of our subsidiaries collectively own 100% of the outstanding equity of the limited partnership that owns and operates this hospital. Redeemable noncontrolling interests in equity of consolidated subsidiaries was \$370.5 million and \$395.7 million as of September 30, 2012 and December 31, 2011, respectively. Noncontrolling interests in equity of consolidated subsidiaries was \$58.3 million and \$67.3 million as of September 30, 2012 and December 31, 2011, respectively. The amount of net income attributable to noncontrolling interests was \$14.5 million and \$18.3 million for the three months ended September 30, 2012 and 2011, respectively, and \$57.1 million and \$53.5 million for the nine months ended September 30, 2012 and 2011, respectively. As a result of the change in the Stark Law "whole hospital" exception included in the Reform Legislation, we are not permitted to introduce physician ownership at any of our wholly-owned facilities or increase the aggregate percentage of physician ownership in any of our existing joint ventures.

Reimbursement, Legislative and Regulatory Changes

The Reform Legislation was enacted in the context of other ongoing legislative and regulatory efforts, which would reduce or otherwise adversely affect the payments we receive from Medicare and Medicaid. Within the statutory framework of the Medicare and Medicaid programs, including programs currently unaffected by the Reform Legislation, there are substantial areas subject to administrative rulings, interpretations, and discretion which may further affect payments made under those programs, and the federal and state governments might, in the future, reduce the funds available under those programs or require more stringent utilization and quality reviews of hospital facilities. Additionally, there may be a continued rise in managed care programs and additional restructuring of the financing and delivery of healthcare in the United States. These events could cause our future financial results to decline. We cannot estimate the impact of Medicare and Medicaid reimbursement changes that have been enacted or are under consideration. We cannot predict whether additional reimbursement reductions will be made or whether any such changes would have a material adverse effect on our business, financial conditions, results of operations, cash flow, capital resources and liquidity.

Inflation

The healthcare industry is labor intensive. Wages and other expenses increase during periods of inflation and when labor shortages occur in the marketplace. In addition, our suppliers pass along rising costs to us in the form of higher prices. We have implemented cost control measures, including our case and resource management program, to curb increases in operating costs and expenses. We have generally offset increases in operating costs by increasing reimbursement for services, expanding services and reducing costs in other areas. However, we cannot predict our ability to cover or offset future cost increases, particularly any increases in our cost of providing health insurance benefits to our employees as a result of the Reform Legislation.

Critical Accounting Policies

The discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amount of assets and liabilities, revenues and expenses, and related disclosure of contingent assets and liabilities at the date of our consolidated financial statements. Actual results may differ from these estimates under different assumptions or conditions.

Critical accounting policies are defined as those that are reflective of significant judgments and uncertainties, and potentially result in materially different results under different assumptions and conditions. We believe that our critical accounting policies are limited to those described below.

Third-Party Reimbursement

Net operating revenues include amounts estimated by management to be reimbursable by Medicare and Medicaid under prospective payment systems and provisions of cost-reimbursement and other payment methods. In addition, we are reimbursed by non-governmental payors using a variety of payment methodologies. Amounts we receive for treatment of patients covered by these programs are generally less than the standard billing rates. Contractual allowances are automatically calculated and recorded through our internally developed “automated contractual allowance system.” Within the automated system, actual Medicare DRG data and payors’ historical paid claims data are utilized to calculate the contractual allowances. This data is automatically updated on a monthly basis. All hospital contractual allowance calculations are subjected to monthly review by management to ensure reasonableness and accuracy. We account for the differences between the estimated program reimbursement rates and the standard billing rates as contractual allowance adjustments, which we deduct from gross revenues to arrive at net operating revenues. The process of estimating contractual allowances requires us to estimate the amount expected to be received based on payor contract provisions. The key assumption in this process is the estimated contractual reimbursement percentage, which is based on payor classification and historical paid claims data. Due to the complexities involved in these estimates, actual payments we receive could be different from the amounts we estimate and record. If the actual contractual reimbursement percentage under government programs and managed care contracts differed by 1% at September 30, 2012 from our estimated reimbursement percentage, net income for the nine months ended September 30, 2012 would have changed by approximately \$40.3 million, and net accounts receivable at September 30, 2012 would have changed by \$64.9 million. Final settlements under some of these programs are subject to adjustment based on administrative review and audit by third parties. We account for adjustments to previous program reimbursement estimates as contractual allowance adjustments and report them in the periods that such adjustments become known. During the nine months ended September 30, 2012, we recognized a net after-tax benefit of \$42.8 million from the resolution of two industry-wide governmental payment updates related to prior periods. Other than this adjustment, contractual allowance adjustments related to final settlements and previous program reimbursement estimates impacted net operating revenues and net income by an insignificant amount in each of the three-month and nine-month periods ended September 30, 2012 and 2011.

Allowance for Doubtful Accounts

Substantially all of our accounts receivable are related to providing healthcare services to our hospitals’ patients. Collection of these accounts receivable is our primary source of cash and is critical to our operating performance. Our primary collection risks relate to uninsured patients and outstanding patient balances for which the primary insurance payor has paid some but not all of the outstanding balance, with the remaining outstanding balance (generally deductibles and co-payments) owed by the patient. At the point of service, for patients required to make a co-payment, we generally collect less than 15% of the related revenue. For all procedures scheduled in advance, our policy is to verify insurance coverage prior to the date of the procedure. Insurance coverage is not verified in advance of procedures for walk-in and emergency room patients.

We estimate the allowance for doubtful accounts by reserving a percentage of all self-pay accounts receivable without regard to aging category, based on collection history, adjusted for expected recoveries and, if present, anticipated changes in trends. For all other non-self-pay payor categories, we reserve 100% of all accounts aging over 365 days from the date of discharge. The percentage used to reserve for all self-pay accounts is based on our collection history. We believe that we collect substantially all of our third-party insured receivables, which include receivables from governmental agencies.

Collections are impacted by the economic ability of patients to pay and the effectiveness of our collection efforts. Significant changes in payor mix, business office operations, economic conditions or trends in federal and state governmental healthcare coverage could affect our collection of accounts receivable. The process of estimating the allowance for doubtful accounts requires us to estimate the collectability of self-pay accounts receivable, which is primarily based on our collection history, adjusted for expected recoveries and, if available, anticipated changes in collection trends. Significant change in payor mix, business office operations, economic conditions, trends in federal and state governmental healthcare coverage or other third-party payors could affect our estimates of accounts receivable collectability. If the actual collection percentage differed by 1% at September 30, 2012 from our estimated collection percentage as a result of a change in expected recoveries, net income for the nine months ended September 30, 2012 would have changed by \$22.9 million, and net accounts receivable at September 30, 2012 would have changed by \$36.9 million. We also continually review our overall reserve adequacy by monitoring historical cash collections as a percentage of trailing net revenue less provision for bad debts, as well as by analyzing current period net revenue and admissions by payor classification, aged accounts receivable by payor, days revenue outstanding and the impact of recent acquisitions and dispositions.

Our policy is to write-off gross accounts receivable if the balance is under \$10.00 or when such amounts are placed with outside collection agencies. We believe this policy accurately reflects our ongoing collection efforts and is consistent with industry practices. We had approximately \$2.4 billion and \$2.2 billion at September 30, 2012 and December 31, 2011, respectively, being pursued by various outside collection agencies. We expect to collect less than 3%, net of estimated collection fees, of the amounts being pursued by outside collection agencies. As these amounts have been written-off, they are not included in our gross accounts receivable or our allowance for doubtful accounts. Collections on amounts previously written-off are recognized as a reduction to bad debt expense when received. However, we take into consideration estimated collections of these future amounts written-off in evaluating the reasonableness of our allowance for doubtful accounts.

[Table of Contents](#)

All of the following information is derived from our hospitals, excluding clinics, unless otherwise noted.

Patient accounts receivable from our hospitals represent approximately 95% of our total consolidated accounts receivable.

Days revenue outstanding was 60 days and 56 days at September 30, 2012 and December 31, 2011, respectively. Our target range for days revenue outstanding is 53 to 63 days.

Total gross accounts receivable (prior to allowance for contractual adjustments and doubtful accounts) was approximately \$9.8 billion and \$8.3 billion as of September 30, 2012 and December 31, 2011, respectively.

The approximate percentage of total gross accounts receivable (prior to allowances for contractual adjustments and doubtful accounts) summarized by payor category is as follows:

	<u>September 30, 2012</u>	<u>December 31, 2011</u>
Insured receivables	63.1 %	63.7 %
Self-pay receivables	<u>36.9</u>	<u>36.3</u>
Total	<u>100.0 %</u>	<u>100.0 %</u>

For the hospital segment, the combined total of the allowance for doubtful accounts for self-pay accounts receivable and related allowances for other self-pay discounts and contractals, as a percentage of gross self-pay receivables, was approximately 84% at both September 30, 2012 and December 31, 2011. If the receivables that have been written-off, but where collections are still being pursued by outside collection agencies, were included in both the allowances and gross self-pay receivables specified above, the percentage of combined allowances to total self-pay receivables would have been approximately 91% at both September 30, 2012 and December 31, 2011.

Goodwill and Other Intangibles

Goodwill represents the excess of the fair value of the consideration conveyed in the acquisition over the fair value of net assets acquired. Goodwill is evaluated for impairment at the same time every year and when an event occurs or circumstances change that, more likely than not, reduce the fair value of the reporting unit below its carrying value. There is a two-step method for determining goodwill impairment. Step one is to compare the fair value of the reporting unit with the unit's carrying amount, including goodwill. If this test indicates the fair value is less than the carrying value, then step two is required to compare the implied fair value of the reporting unit's goodwill with the carrying value of the reporting unit's goodwill. We performed our last annual goodwill evaluation during the fourth quarter of 2011. No impairment was indicated by this evaluation. The next annual goodwill evaluation will be performed during the fourth quarter of 2012.

Impairment or Disposal of Long-Lived Assets

Whenever events or changes in circumstances indicate that the carrying values of certain long-lived assets may be impaired, we project the undiscounted cash flows expected to be generated by these assets. If the projections indicate that the reported amounts are not expected to be recovered, such amounts are reduced to their estimated fair value based on a quoted market price, if available, or an estimate based on valuation techniques available in the circumstances.

Professional Liability Insurance Claims

As part of our business of owning and operating hospitals, we are subject to legal actions alleging liability on our part. We accrue for losses resulting from such liability claims, as well as loss adjustment expenses that are out-of-pocket and directly related to such liability claims. These direct out-of-pocket expenses include fees of outside counsel and experts. We do not accrue for costs that are part of our corporate overhead, such as the costs of our in-house legal and risk management departments. The losses resulting from professional liability claims primarily consist of estimates for known claims, as well as estimates for incurred but not reported claims. The estimates are based on specific claim facts, our historical claim reporting and payment patterns, the nature and level of our hospital operations, and

[Table of Contents](#)

actuarially determined projections. The actuarially determined projections are based on our actual claim data, including historic reporting and payment patterns which have been gathered over approximately a 20-year period. As discussed below, since we purchase excess insurance on a claims-made basis that transfers risk to third-party insurers, the liability we accrue does include an amount for the losses covered by our excess insurance. We also record a receivable for the expected reimbursement of losses covered by our excess insurance. Since we believe that the amount and timing of our future claims payments are reliably determinable, we discount the amount we accrue for losses resulting from professional liability claims using the risk-free interest rate corresponding to the timing of our expected payments.

The net present value of the projected payments was discounted using a weighted-average risk-free rate of 1.2% and 1.3% in 2011 and 2010, respectively. This liability is adjusted for new claims information in the period such information becomes known to us. Professional malpractice expense includes the losses resulting from professional liability claims and loss adjustment expense, as well as paid excess insurance premiums, and is presented within other operating expenses in the accompanying condensed consolidated statements of income.

Our processes for obtaining and analyzing claims and incident data are standardized across all of our hospitals and have been consistent for many years. We monitor the outcomes of the medical care services that we provide and for each reported claim, we obtain various information concerning the facts and circumstances related to that claim. In addition, we routinely monitor current key statistics and volume indicators in our assessment of utilizing historical trends. The average lag period between claim occurrence and payment of a final settlement is between four and five years, although the facts and circumstances of individual claims could result in the timing of such payments being different from this average. Since claims are paid promptly after settlement with the claimant is reached, settled claims represent less than 1.0% of the total liability at the end of any period.

For purposes of estimating our individual claim accruals, we utilize specific claim information, including the nature of the claim, the expected claim amount, the year in which the claim occurred and the laws of the jurisdiction in which the claim occurred. Once the case accruals for known claims are determined, information is stratified by loss layers and retentions, accident years, reported years, geography, and claims relating to the acquired Triad hospitals versus claims relating to our other hospitals. Several actuarial methods are used against this data to produce estimates of ultimate paid losses and reserves for incurred but not reported claims. Each of these methods uses our company-specific historical claims data and other information. This company-specific data includes information regarding our business, including historical paid losses and loss adjustment expenses, historical and current case loss reserves, actual and projected hospital statistical data, a variety of hospital census information, employed physician information, professional liability retentions for each policy year, geographic information and other data.

Based on these analyses, we determine our estimate of the professional liability claims. The determination of management's estimate, including the preparation of the reserve analysis that supports such estimate, involves subjective judgment of management. Changes in reserving data or the trends and factors that influence reserving data may signal fundamental shifts in our future claim development patterns or may simply reflect single-period anomalies. Even if a change reflects a fundamental shift, the full extent of the change may not become evident until years later. Moreover, since our methods and models use different types of data and we select our liability from the results of all of these methods, we typically cannot quantify the precise impact of such factors on our estimates of the liability. Due to our standardized and consistent processes for handling claims and the long history and depth of our company-specific data, our methodologies have produced reliably determinable estimates of ultimate paid losses.

[Table of Contents](#)

We are primarily self-insured for these claims; however, we obtain excess insurance that transfers the risk of loss to a third-party insurer for claims in excess of our self-insured retentions. Our excess insurance is underwritten on a claims-made basis. For claims reported prior to June 1, 2002, substantially all of our professional and general liability risks were subject to a \$0.5 million per occurrence self-insured retention and for claims reported from June 1, 2002 through June 1, 2003, these self-insured retentions were \$2.0 million per occurrence. Substantially all claims reported after June 1, 2003 and before June 1, 2005 are self-insured up to \$4 million per claim. Substantially all claims reported on or after June 1, 2005 are self-insured up to \$5 million per claim. Management, on occasion, has selectively increased the insured risk at certain hospitals based upon insurance pricing and other factors and may continue that practice in the future. Excess insurance for all hospitals has been purchased through commercial insurance companies and generally covers us for liabilities in excess of the self-insured retentions. The excess coverage consists of multiple layers of insurance, the sum of which totals up to \$95 million per occurrence and in the aggregate for claims reported on or after June 1, 2003, up to \$145 million per occurrence and in the aggregate for claims incurred and reported after January 1, 2008 and up to \$195 million per occurrence and in the aggregate for claims reported after June 1, 2010. For certain policy years, if the first aggregate layer of excess coverage becomes fully utilized, then the self-insured retention could increase to \$10 million per claim for any subsequent claims in that policy year until our total aggregate coverage is met.

Effective January 1, 2008, the former Triad hospitals are insured on a claims-made basis as described above and through commercial insurance companies as described above for substantially all claims occurring on or after January 1, 2002 and reported on or after January 1, 2008. Substantially all losses for the former Triad hospitals in periods prior to May 1, 1999 were insured through a wholly-owned insurance subsidiary of HCA Inc., or HCA, Triad's owner prior to that time, and excess loss policies maintained by HCA. HCA has agreed to indemnify the former Triad hospitals in respect of claims covered by such insurance policies arising prior to May 1, 1999. From May 1, 1999 through December 31, 2006, the former Triad hospitals obtained insurance coverage on a claims incurred basis from HCA's wholly-owned insurance subsidiary with excess coverage obtained from other carriers that is subject to certain deductibles. Effective for claims incurred after December 31, 2006, Triad began insuring its claims from \$1 million to \$5 million through its wholly-owned captive insurance company, replacing the coverage provided by HCA. Substantially all claims occurring during 2007 were self-insured up to \$10 million per claim.

There have been no significant changes in our estimate of the reserve for professional liability claims during the three and nine months ended September 30, 2012.

Income Taxes

We must make estimates in recording provision for income taxes, including determination of deferred tax assets and deferred tax liabilities and any valuation allowances that might be required against the deferred tax assets. We believe that future income will enable us to realize certain deferred tax assets, subject to the valuation allowance we have established.

The total amount of unrecognized benefit that would impact the effective tax rate, if recognized, was approximately \$0.8 million as of September 30, 2012. During the nine months ended September 30, 2012, we increased interest and penalties by approximately \$0.1 million. A total of approximately \$0.3 million of interest and penalties is included in the amount of liability for uncertain tax positions at September 30, 2012. It is our policy to recognize interest and penalties related to unrecognized benefits in our condensed consolidated statements of income as income tax expense.

It is possible the amount of unrecognized tax benefit could change in the next twelve months as a result of a lapse of the statute of limitations and settlements with taxing authorities; however, we do not anticipate the change will have a material impact on our consolidated results of operations or consolidated financial position.

[Table of Contents](#)

We, or one or more of our subsidiaries, file income tax returns in the United States federal jurisdiction and various state jurisdictions. We have extended the federal statute of limitations for Triad for the tax periods ended December 31, 1999, December 31, 2000, April 30, 2001, June 30, 2001, December 31, 2001, December 31, 2002 and December 31, 2003. The IRS has concluded its examination of the federal tax return of Triad for the tax periods ended December 31, 2004, December 31, 2005, December 31, 2006 and July 25, 2007, and the statutes of limitations for those years will close on December 31, 2012. With few exceptions, we are no longer subject to state income tax examinations for years prior to 2008 and federal income tax examinations with respect to Community Health Systems, Inc. federal returns for years prior to 2007. Our federal income tax returns for the 2007, 2008, 2009 and 2010 tax years are currently under examination by the IRS. We believe the results of this examination will not be material to our consolidated results of operations or consolidated financial position. In connection with our 2007 and 2008 IRS examinations, the IRS has taken exception to the timing of our malpractice expense deductions. Management believes that our deduction timing is appropriate, and will work to resolve this item over the next 12 months. If management is unable to sustain the current timing of our deduction, then it would be subject to interest and penalty costs. Management does not consider this matter to have met the recognition criteria to be considered an uncertain tax position for which a reserve is necessary.

Recent Accounting Pronouncements

In July 2011, the FASB issued ASU 2011-07, which requires healthcare organizations that perform services for patients for which the ultimate collection of all or a portion of the amounts billed or billable cannot be determined at the time services are rendered to present all bad debt expense associated with patient service revenue as an offset to the patient service revenue line item in the statement of operations. The ASU also requires qualitative disclosures about our policy for recognizing revenue and bad debt expense for patient service transactions and quantitative information about the effects of changes in the assessment of collectibility of patient service revenue. This ASU is effective for fiscal years beginning after December 15, 2011, and was adopted by us on January 1, 2012. Upon adoption, our provision for bad debts was presented as a reduction of operating revenue after contractual adjustments and discounts.

In September 2011, the FASB issued ASU 2011-08, which modifies how entities test goodwill for impairment. Previous guidance required an entity to perform a two-step goodwill impairment test at least annually by comparing the fair value of a reporting unit with its carrying amount, including goodwill, and recording an impairment loss if the fair value is less than the carrying amount. This ASU allows an entity to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of a reporting unit is less than its carrying amount. If an entity determines after that assessment that it is not more likely than not that the fair value of a reporting unit is less than its carrying amount, then performing the two-step impairment test is not required. This ASU is required to be applied to interim and annual goodwill impairment tests performed for fiscal years beginning after December 15, 2011, and was adopted by us on January 1, 2012. The adoption of this ASU did not impact our consolidated financial position, results of operations or cash flows.

In July 2012, the FASB issued ASU 2012-02, which modifies how entities test indefinite-lived intangible assets other than goodwill for impairment. Previous guidance required an entity to perform an impairment test on indefinite-lived intangible assets other than goodwill at least annually by comparing the fair value of the asset with its carrying amount, and recording an impairment loss for any excess if the carrying amount exceeds the fair value. This ASU allows an entity to first assess qualitative factors to determine whether the existence of events or circumstances leads to a determination that it is more likely than not that the fair value of the intangible asset is less than its carrying amount. If an entity determines after that assessment that it is not more likely than not that the fair value of an intangible asset is less than its carrying amount, then calculating the fair value of the intangible asset is not required. This ASU is required to be applied to interim and annual intangible asset impairment tests performed for fiscal years beginning after September 15, 2012, with early adoption permitted, and was adopted by us in July 2012. The adoption of this ASU did not impact our consolidated financial position, results of operations or cash flows.

FORWARD-LOOKING STATEMENTS

Some of the matters discussed in this report include forward-looking statements. 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 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, at reasonable 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 U.S. GAAP,

[Table of Contents](#)

- 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 and
- timeliness of reimbursement payments received under government programs.

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 filing. We assume no obligation to update or revise them or provide reasons why actual results may differ.

Item 3. *Quantitative and Qualitative Disclosures about Market Risk*

We are exposed to interest rate changes, primarily as a result of our Credit Facility which bears interest based on floating rates. In order to manage the volatility relating to the market risk, we entered into interest rate swap agreements described under the heading “Liquidity and Capital Resources” in Item 2. We utilize risk management procedures and controls in executing derivative financial instrument transactions. We do not execute transactions or hold derivative financial instruments for trading purposes. Derivative financial instruments related to interest rate sensitivity of debt obligations are used with the goal of mitigating a portion of the exposure when it is cost effective to do so. As interest rate swap agreements expire throughout the year, we will become more subject to variable interest rates during 2012.

A 1% change in interest rates on variable rate debt in excess of that amount covered by interest rate swaps would have resulted in interest expense fluctuating approximately \$5.1 million and \$1.6 million for the three months ended September 30, 2012 and 2011, respectively, and \$15.0 million and \$4.8 million for the nine months ended September 30, 2012 and 2011, respectively.

Item 4. *Controls and Procedures*

Our Chief Executive Officer and Chief Financial Officer, with the participation of other members of management, have evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities and Exchange Act of 1934, as amended, or the Exchange Act), as of the end of the period covered by this report. Based on such evaluations, our Chief Executive Officer and Chief Financial Officer concluded that, as of such date, our disclosure controls and procedures were effective (at the reasonable assurance level) to ensure that the information required to be included in this report has been recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission’s rules and forms and to ensure that the information required to be included in this report was accumulated and communicated to management, including our Chief Executive Officer and Chief Financial Officer, to allow timely decisions regarding required disclosure.

There have been no changes in our internal control over financial reporting during the quarter ended September 30, 2012, that have materially affected or are reasonably likely to materially affect our internal control over financial reporting.

PART II OTHER INFORMATION

Item 1. *Legal Proceedings*

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 and administrative demands concerning: operations of a cardiovascular surgery department at our Oregon hospital and certain cardiology procedures medical records and policies at a New Mexico hospital. In addition, we are subject to other claims and lawsuits arising in the ordinary course of our business. We are not aware of any pending or threatened litigation that is not covered by insurance policies or reserved for in our financial statements or which we believe would have a material adverse impact on us; however, 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 be material. 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 but placed under seal by the court to comply with the False Claims Act’s requirements for filing such suits.

Community Health Systems, Inc. Legal Proceedings

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 Arkansas, New Mexico and South Carolina. From 2006 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; a subsequent claim was filed on June 6, 2011, adding our subsidiary Community Health Systems Professional Services Corporation as a defendant; the relator’s complaint has also been amended to add Community Health Systems Professional Services Corporation and CHS/Community Health Systems, Inc. as defendants. 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. Our motion for dismissal was granted in part. There have been other rulings by the court on discovery and expert matters, some of which are favorable to our case and some of which are not. Discovery is closed. Motions by both parties for Summary Judgment were filed on March 27, 2012 and there is currently no hearing date on the motions nor has a trial date been set. The most recent ruling in this case, on October 3, 2012, granted our motion for sanctions against the government with respect to their litigation hold process and/or destruction of certain evidence. As a result of this ruling, we will be receiving additional documents from government sources. 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. Subsequently, medical records were requested from two additional hospitals in South Carolina and Indiana. 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. This investigation is part of a national investigation and 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.

[Table of Contents](#)

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 and violation of the New Mexico RICO statute. After extensive discovery and pretrial procedures, this case has been settled and the court has scheduled a fairness hearing to review the terms of the settlement on November 13, 2012.

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 have met with the government to discuss this investigation and 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 ICDs. 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 August 30, 2012, the Department of Justice issued a document entitled, "Medical Review Guidelines/Resolution Model," which sets out, for the purposes of this investigation, the patient conditions and criteria for the medical necessity of the implantation of ICDs in Medicare beneficiaries and how the Department of Justice will enforce the repayment obligations of hospitals. We are in the process of reviewing our medical records in light of the guidance contained in this document.

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, as well as information about our relationships with emergency department physicians, including financial arrangements. This investigation is being led by the Department of Justice. We are continuing to cooperate with the government including detailing a process for a medical necessity review by clinical reviewers and physicians of a sampling of medical records at a small number of hospitals.

[Table of Contents](#)

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. 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 April 22, 2011 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. The motion filed on April 11, 2011 concluded by requesting a stay of the litigation in the Reuille case for 180 days. This extension request was granted by the court, as were additional requests in October 2011, April 2012 and October 2012. The stay has now been extended until April 29, 2013. We are cooperating fully with the government in its investigations.

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 have met with the government regarding this matter and continue to cooperate fully with this investigation.

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.

[Table of Contents](#)

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 negotiated operative dates for these consolidated shareholder federal securities actions. An operative consolidated complaint was filed on July 13, 2012, and our motion to dismiss was filed on September 11, 2012. The plaintiffs' response is due on November 12, 2012 and we will have a further opportunity to respond, which will be due on December 24, 2012. We believe this consolidated matter is without merit and will vigorously defend this case.

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. These cases have been consolidated into a single, consolidated action. The plaintiffs filed an operative amended derivative complaint in these three consolidated actions on March 15, 2012. Our motion to dismiss has been fully briefed by the parties and awaits scheduling of oral argument and/or ruling on our motion to dismiss. We believe all of these matters are without merit and will vigorously defend them.

On May 2, 2012, suit was filed in the matter styled Daniel Eagle v. Community Health Systems, Inc., Chancery Court, State of Delaware. Suit was filed under Section 220 of the Delaware General Corporation Law to inspect certain of the Company's books and records pertaining to matters concerning alleged improper admissions practices. On a motion filed by the plaintiff, this case has been dismissed.

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. The complaint was subsequently amended on May 25, 2012. We filed an answer on June 14, 2012. We believe the claims against our hospital are without merit and 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 U.S. ex rel. Pamela Gronemeyer 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 were served in this case on April 18, 2012 and a second amended complaint was filed on August 6, 2012, and we filed our motion to dismiss on August 17, 2012. We believe the claim against our hospital is without merit and we will vigorously defend this case.

[Table of Contents](#)

On August 8, 2012, an order was entered unsealing a relator's qui tam complaint in the matter of U.S. and N.M. ex rel. Sally Hansen v. Mimbres Memorial Hospital, et al. This action is pending in the United States District Court for New Mexico. This case cites alleged quality control failures as violations of the Clinical Laboratory Improvement Amendments of 1988 and the basis for a False Claims Act suit. We had cooperated in the government's investigation of this matter prior to the unsealing of the case. Both the U.S. government and the New Mexico state government declined to intervene in this case. We have not yet been served in this case and will vigorously defend it.

On February 23, 2012, our hospital in Hattiesburg, Mississippi received a document subpoena from the United States Department of Health and Human Services, OIG relating to its relationship with Allegiance Health Management, Inc., or Allegiance, a company that provides intensive outpatient psychiatric, or IOP, services to its patients. The subpoena seeks information concerning the hospital's financial relationship with Allegiance, medical records of patients receiving IOP services, and other documents relating to Allegiance such as agreements, policies and procedures, audits, complaints, budgets, financial analyses and identities of those delivering services. This is our only hospital that received services from this vendor. We are cooperating fully with this investigation.

On February 4, 2010, suit was filed in the matter styled Managed Care Solutions, Inc. v. Community Health Systems, Inc., United States District Court for the Southern District of Florida. Plaintiff contracted with two affiliated hospitals to provide services collecting receivables from third-party payors. Plaintiff seeks to extend the contract to additional facilities at which it never provided any services and is claiming \$435 million in damages. A motion for summary judgment was filed on February 17, 2012. On June 4, 2012, the District Court affirmed the recommendation of the Magistrate Judge limiting the Plaintiff's claims to only two hospitals. The Court also bifurcated the case with liability set to be tried on December 3, 2012 and, most recently on September 27, 2012, the court granted our motion for leave to file a renewed motion for summary judgment. We will continue to vigorously defend this action.

On February 29, 2012, Gregg Becker, a former chief financial officer at Rockwood Clinic in Spokane, Washington, sued "Community Health Systems, Inc. d/b/a Community Health Systems Professional Services Corporation d/b/a Community Health Systems d/b/a Community Health Systems PSC, Inc. d/b/a Rockwood Clinic P.S and Rockwood Clinic, PS" in Superior Court, Spokane, Washington. On March 9, 2012, the case was removed to federal court in Spokane. Becker claims he was wrongfully terminated for allegedly refusing to certify a budget for Rockwood Clinic in 2012. On February 29, 2012, he also filed an administrative complaint with the Department of Labor, Occupational Safety and Health Administration alleging that he is a whistleblower under Sarbanes-Oxley and a response was filed on May 21, 2012. At a hearing on July 27, 2012, the court dismissed Community Health Systems, Inc. from this case and we will seek permission to pursue appellate relief of the denial to dismiss the hospital. We are vigorously defending this action.

Management of Significant Legal Proceedings

In accordance with our governance documents, including our Governance Guidelines and the charter of the Audit and Compliance Committee, our management of significant legal proceedings is overseen by the independent members of the Board of Directors and, in particular, the Audit and Compliance Committee. The Audit and Compliance Committee is charged with oversight of compliance, regulatory and litigation matters, and enterprise risk management. All significant legal proceedings and allegations of financial statement fraud, error, or misstatement are promptly referred to the Audit and Compliance Committee for its oversight and evaluation. Consistent with New York Stock Exchange and Sarbanes-Oxley independence requirements, the Audit and Compliance Committee is comprised entirely of individuals who are independent of Company management, and all three members of the Audit and Compliance Committee are "audit committee financial experts" as defined in the Exchange Act.

[Table of Contents](#)

In addition, the Audit and Compliance Committee and the other independent members of the Board of Directors oversee the functions of the voluntary compliance program, including its auditing and monitoring functions and confidential disclosure program. In recent years, the voluntary compliance program has addressed the potential for a variety of billing errors that might be the subject of audits and payment denials by the CMS Recovery Audit Contractors' permanent project, including MS-DRG coding, outpatient hospital and physician coding and billing, and medical necessity for services (including a focus on hospital stays of very short duration). Efforts by management, through the voluntary compliance program, to identify and limit risk from these government audits included significant policy and guidance revisions, training and education, and auditing. With respect to Medicare inpatient admissions, improvements in case management, including updating of inpatient medical necessity criteria, heightened focus on correct use of observation status, and new policies requiring unambiguous signed physician orders prior to billing, were all adopted in 2009 and 2010. These activities were communicated to and discussed with the Audit and Compliance Committee.

With respect to the various assertions of third parties about the Audit and Compliance Committee's oversight:

- The September 2010 allegation made by CtW Investment Group (that a high percentage of our hospitals had a high percentage of Medicare short-stay inpatient admissions, which could signal billing improprieties) was promptly referred to the Audit and Compliance Committee and an investigation was authorized and initiated with outside counsel and consultants in December 2010 (on February 15, 2012, we received a follow-up letter from CtW Investment Group that discusses the inherent limitations in using only publicly available data and points out that other factors can affect admission and length of stay patterns; the letter also concludes that CtW Investment Group is now satisfied with the commitment of the Company, its management and its Board of Directors to acting in accordance with their respective duties and obligations);
- Prior to the receipt of the civil investigative demands in Texas in November 2010, no concerns had been raised that the Pro-MED emergency department management system inappropriately caused physicians or hospitals to order tests or admit patients, and we continue to dispute that it does so; and
- The purported "observation rate" metric, which served as a basis for allegations contained in Tenet's lawsuit, is not generally accepted in the industry and fails to account for patients who are treated and discharged promptly (i.e., neither admitted as inpatients nor placed in observation). We continue to dispute the validity of the metric in the manner used by Tenet or that the metric is a meaningful indicator of incorrect billing practices, and on March 21, 2012, Tenet's lawsuit was dismissed in its entirety.

Since April 2011, our Audit and Compliance Committee and/or Board of Directors has met, on average, monthly to review the status of the lawsuits and investigations relating to allegations of improper billing for inpatient care at our hospitals and to oversee management in connection with our investigation and defense of these matters. At many of those meetings, the independent members of the Board of Directors have met in separate session, first with outside counsel handling the investigations and lawsuits, and then alone, to discuss their duties and oversight of these matters. The independent members of the Board of Directors have determined that (a) the Audit and Compliance Committee is the correct and most capable group of directors to oversee these matters and, given the independence and authority of the Audit and Compliance Committee, there is no need to form a further special committee to oversee these matters, and (b) outside counsel is handling the investigation and defense of these matters in the best interests of us and our stockholders and there is no need to engage separate counsel in connection with the investigation of these matters.

The independent members of our Board of Directors remain fully engaged in the oversight of these matters. We intend to provide additional updates about these matters as we are able to do so (taking into account any potential impact on these matters) through appropriate, widely-disseminated means.

Item 1A. Risk Factors

None

[Table of Contents](#)

Item 2. *Unregistered Sales of Equity Securities and Use of Proceeds*

We have not paid any cash dividends since our inception, and do not anticipate the payment of cash dividends in the foreseeable future. Our Credit Facility limits our ability to pay dividends and/or repurchase stock to an amount not to exceed \$50 million in the aggregate plus the aggregate amount of proceeds from the exercise of stock options. The indentures governing our 8% Senior Notes due 2019, our 7 ¹/₈% Senior Notes due 2020 and our 5 ¹/₈% Senior Secured Notes due 2018 also limit our ability to pay dividends and/or repurchase stock. As of September 30, 2012, under the most restrictive test under these agreements, we have approximately \$85.8 million available with which to pay permitted dividends and/or repurchase shares of stock or our Senior Notes.

Item 3. *Defaults Upon Senior Securities*

None

Item 4. *Mine Safety Disclosures*

None

Item 5. *Other Information*

None

[Table of Contents](#)

Item 6. Exhibits

<u>No.</u>	<u>Description</u>
4.1	Amendment No. 1 and Reaffirmation Agreement, dated as of August 17, 2012, relating to the 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 guarantors party thereto, and Credit Suisse AG, as collateral trustee
4.2	First Lien Intercreditor Agreement, dated as of August 17, 2012, among Credit Suisse AG, as collateral agent, Credit Suisse AG, as authorized representative, Regions Bank, as trustee and authorized representative, and the additional authorized representatives party thereto
4.3	Copyright Security Agreement, dated as of August 17, 2012, among Community Health Systems, Inc., CHS Washington Holdings, LLC, Northwest Hospital, LLC, Quorum Health Resources, LLC, and Credit Suisse AG, as collateral agent
4.4	Trademark Security Agreement, dated as of August 17, 2012, among CHS/Community Health Systems, Inc., Blue Island Hospital Company, LLC, CHS Washington Holdings, LLC, Quorum Health Resources, LLC, Triad Healthcare Corporation, Youngstown Ohio Hospital Company, LLC, and Credit Suisse AG, as collateral agent
4.5	Fourth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8.000% Senior Notes due 2019, dated as of September 30, 2012, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as successor trustee
4.6	First Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 7.125% Senior Notes due 2020, dated as of September 30, 2012, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank
4.7	First Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 5.125% Senior Secured Notes due 2018, dated as of September 30, 2012, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank
10.1	First Omnibus Amendment, dated July 30, 2012, to the Receivables Sale Agreement among CHS/Community Health Systems, Inc., the originators party thereto and Community Health Systems Professional Services Corporation, as Collection Agent, to the Receivables Purchase and Contribution Agreement among CHS/Community Health Systems, Inc., CHS Receivables Funding, LLC and Community Health Systems Professional Services Corporation, as Collection Agent, and to the Receivables Loan Agreement among CHS Receivables Funding, LLC, the lenders party thereto, the managing agents party thereto, Credit Agricole Corporate and Investment Bank, as Administrative Agent, and Community Health Systems Professional Services Corporation, as Collection Agent, all dated as of March 21, 2012
12	Computation of Ratio of Earnings to Fixed Charges
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

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.

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)

By: /s/ Kevin J. Hammons
Kevin J. Hammons
Vice President and Chief Accounting Officer
(principal accounting officer)

Date: November 1, 2012

Index to Exhibits

<u>No.</u>	<u>Description</u>
4.1	Amendment No. 1 and Reaffirmation Agreement, dated as of August 17, 2012, relating to the 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 guarantors party thereto, and Credit Suisse AG, as collateral trustee
4.2	First Lien Intercreditor Agreement, dated as of August 17, 2012, among Credit Suisse AG, as collateral agent, Credit Suisse AG, as authorized representative, Regions Bank, as trustee and authorized representative, and the additional authorized representatives party thereto
4.3	Copyright Security Agreement, dated as of August 17, 2012, among Community Health Systems, Inc., CHS Washington Holdings, LLC, Northwest Hospital, LLC, Quorum Health Resources, LLC, and Credit Suisse AG, as collateral agent
4.4	Trademark Security Agreement, dated as of August 17, 2012, among CHS/Community Health Systems, Inc., Blue Island Hospital Company, LLC, CHS Washington Holdings, LLC, Quorum Health Resources, LLC, Triad Healthcare Corporation, Youngstown Ohio Hospital Company, LLC, and Credit Suisse AG, as collateral agent
4.5	Fourth Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 8.000% Senior Notes due 2019, dated as of September 30, 2012, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank, as successor trustee
4.6	First Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 7.125% Senior Notes due 2020, dated as of September 30, 2012, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank
4.7	First Supplemental Indenture relating to CHS/Community Health Systems, Inc.'s 5.125% Senior Secured Notes due 2018, dated as of September 30, 2012, by and among CHS/Community Health Systems, Inc., the guarantors party thereto and Regions Bank
10.1	First Omnibus Amendment, dated July 30, 2012, to the Receivables Sale Agreement among CHS/Community Health Systems, Inc., the originators party thereto and Community Health Systems Professional Services Corporation, as Collection Agent, to the Receivables Purchase and Contribution Agreement among CHS/Community Health Systems, Inc., CHS Receivables Funding, LLC and Community Health Systems Professional Services Corporation, as Collection Agent, and to the Receivables Loan Agreement among CHS Receivables Funding, LLC, the lenders party thereto, the managing agents party thereto, Credit Agricole Corporate and Investment Bank, as Administrative Agent, and Community Health Systems Professional Services Corporation, as Collection Agent, all dated as of March 21, 2012
12	Computation of Ratio of Earnings to Fixed Charges
31.1	Certification of Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32.1	Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
32.2	Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema
101.CAL	XBRL Taxonomy Extension Calculation Linkbase
101.DEF	XBRL Taxonomy Extension Definition Linkbase
101.LAB	XBRL Taxonomy Extension Label Linkbase
101.PRE	XBRL Taxonomy Extension Presentation Linkbase

AMENDMENT NO. 1 and REAFFIRMATION AGREEMENT dated as of August 17, 2012 (this "**Agreement**"), relating to the Amended and Restated Guarantee and Collateral Agreement, dated as of July 25, 2007, as amended and restated as of November 5, 2010 and further supplemented heretofore (the "**Collateral Agreement**"), among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the "**Company**"), COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the "**Parent**"), the other Subsidiaries party hereto (collectively, and together with the Company and Parent, the "**Grantors**" or the "**Reaffirming Parties**") and Credit Suisse AG, as collateral agent (in such capacity, the "**Collateral Agent**").

WHEREAS, the Company, the guarantors party thereto (the "**Guarantors**") and Credit Suisse Securities (USA) LLC, as representative of the underwriters (the "**Underwriters**"), entered into an Underwriting Agreement, dated as of August 8, 2012 (the "**Underwriting Agreement**"), relating to the sale by the Company of \$1.6 billion aggregate principal amount of its 5.125% Senior Secured Notes due 2018 (the "**Securities**") and the guarantees thereon (the "**Guarantees**") to be issued under an Indenture dated the date hereof (the "**Indenture**"), among the Company, the Guarantors, the Collateral Agent and Regions Bank, an Alabama banking corporation, as trustee (the "**Trustee**");

WHEREAS, pursuant to Section 7.09(c) of the Collateral Agreement, the Company has delivered to the Collateral Agent an officer's certificate as contemplated thereby (the "**Designation Certificate**") designating the Securities, the Guarantees, the other obligations under the Indenture and the notes evidencing the Securities as "Pari Passu Debt Obligations" for purposes of the Collateral Agreement (the "**Pari Passu Designation**");

WHEREAS, the Grantors and the Collateral Agent desire that certain provisions of the Collateral Agreement be amended as provided in Article I hereof (the "**Amendment**") and intend that the Collateral Agreement, as so amended and after giving effect to the Designation Certificate, shall continue to secure, or secure, and otherwise benefit the Obligations, including, for the avoidance of doubt, the Pari Passu Debt Obligations contemplated by the Designation Certificate;

WHEREAS, each Reaffirming Party expects to realize substantial direct and indirect benefits from the issuance of the Securities pursuant to the Indenture and the execution and delivery of this Agreement is a condition precedent to the obligations of the several Underwriters to purchase and pay for such Securities; and

WHEREAS, capitalized terms used but not otherwise defined herein have the meanings assigned to them in the Collateral Agreement.

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

ARTICLE I

Amendments to the Collateral Agreement

SECTION 1.01. Section 3.01(b) of the Collateral Agreement is hereby amended and restated in its entirety to read as follows:

“(b) Notwithstanding anything herein to the contrary, in the event that any Series of Pari Passu Debt Obligations is issued pursuant to a registration statement that has been filed with the SEC (including pursuant to any exchange offer subsequent to the initial private issuance of such Series), the “*Pledged Stock*” securing any such Series shall automatically be deemed not to include any Equity Interests or other securities of a subsidiary of Parent which, if pledged to secure such Series, would require the Borrower to file separate financial statements for any Subsidiary with the SEC or any other U.S. federal government agency (in each case solely to the extent necessary to not be subject to such filing requirements). The limitation provided for in this paragraph (b) shall not be applied to the Bank Loan Obligations or to any Series of Pari Passu Debt Obligations that is not issued pursuant to such a registration statement.”

SECTION 1.02. Section 4.01(a)(X) of the Collateral Agreement is hereby amended and restated in its entirety to read as follows:

“(X) in the event that any Series of Pari Passu Debt Obligations is issued pursuant to a registration statement that has been filed with the SEC (including pursuant to any exchange offer subsequent to the initial private issuance of such Series), solely with respect to such Series, any Equity Interests which, if part of the Collateral securing the Series, would require the Borrower to file separate financial statements for any Subsidiary with the SEC or any other U.S. federal government agency (in each case solely to the extent necessary to not be subject to such filing requirements) (but, for the avoidance of doubt, such Equity Interests shall at all times continue to secure the Bank Loan Obligations and all other Series of Pari Passu Debt Obligations to the extent provided for in this Agreement).”

ARTICLE II

Reaffirmation

Each Reaffirming Party hereby acknowledges its receipt and review of a copy of the Designation Certificate and related Indenture, and hereby accepts and consents to the Pari Passu Designation and the resulting grant of security and other benefits to the Pari Passu Debt Obligations referenced in the Designation Certificate.

Each Reaffirming Party hereby further (a) affirms and confirms its guarantees, pledges, grants of security and other commitments and obligations under the Collateral Agreement (as amended hereby and modified by the Pari Passu Designation), (b) affirms and confirms its indemnification obligations and other commitments and obligations under the Collateral Agreement (as amended hereby and modified by the Pari Passu Designation) and (c) agrees that, after giving effect to the amendments contemplated hereby and the Pari Passu Designation, (i) the Collateral Agreement shall continue to be in full force and effect and (ii) all guarantees, pledges, grants of security and other commitments thereunder shall continue to be in full force and effect and shall accrue to the benefit of the Secured Parties, including, for the avoidance of doubt, the holders of the Securities and the Trustee. Each of the Reaffirming Parties hereby confirms and agrees that, after giving effect to the Pari Passu Designation, (i) the Securities shall constitute “Pari Passu Debt Obligations” and “Obligations” under the Collateral Agreement (as amended hereby) and (ii) the holders of any Securities and the Trustee shall be “Pari Passu Secured Parties” and “Secured Parties” under the Collateral Agreement (as amended hereby) and shall have all the rights and privileges of a Secured Party thereunder.

ARTICLE III

Representations and Warranties

SECTION 3.01. Authority; Enforcement. Each Grantor hereby represents and warrants as of the date hereof that the execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of each Grantor and that this Agreement has been duly executed and delivered by each Grantor and is the legally valid and binding obligation of such Grantor, enforceable against such Grantor in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws relating to limiting creditors’ rights generally or by equitable principles relating to enforceability.

SECTION 3.02. Amendment. The Company hereby represents and certifies that the Amendment is permitted under Section 7.09 of the Collateral Agreement.

SECTION 3.03. Grantors. Each of the Parent and the Company hereby represents and warrants as of the date hereof that the Grantors that are signatories hereto constitute all of the Grantors and Guarantors under the Collateral Agreement.

ARTICLE IV

Miscellaneous

SECTION 4.01. Effect of this Agreement. (a) Except as expressly set forth herein, this Agreement shall not by implication or otherwise limit, impair, constitute a waiver of, or otherwise affect the rights and remedies of the Collateral Agent or any other Secured Party under the Collateral Agreement or any other Loan

Document (as defined in the Credit Agreement) or Notes Collateral Document (as defined in the Indenture), and shall not alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Collateral Agreement or any other Loan Document or any other Notes Collateral Document, all of which are ratified and affirmed in all respects and shall continue in full force and effect. Nothing herein shall be deemed to entitle any Grantor to a consent to, or a waiver, amendment, modification or other change of, any of the terms, conditions, obligations, covenants or agreements contained in the Collateral Agreement or any other Loan Document or any other Notes Collateral Document in similar or different circumstances. This Agreement shall apply and be effective only with respect to the provisions of the Collateral Agreement specifically referred to herein.

(b) After the date hereof, any reference to the Collateral Agreement shall mean the Collateral Agreement after giving effect to the Amendment and the Pari Passu Designation.

(c) This Amendment shall constitute a “Loan Document” for all purposes of the Collateral Agreement and the other Loan Documents and a “Notes Collateral Document” for all purposes of the Indenture and the other Collateral Documents.

SECTION 4.02. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and permitted assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor that are contained in this Agreement shall bind and inure to the benefit of their respective successors and permitted assigns.

SECTION 4.03. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which, when taken together, shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 4.04. No Novation. Nothing herein contained shall be construed as a substitution or novation of the Obligations outstanding under the Collateral Agreement, which shall remain in full force and effect except as modified by the Amendment and supplemented by the Designation Certificate.

SECTION 4.05. Governing Law. **THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

[Signature Pages Follow]

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

CHS/COMMUNITY HEALTH SYSTEMS, INC.

by

/s/ Rachel A. Seifert

Name: Rachel A. Seifert

Title: Executive Vice President, Secretary
and General Counsel

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 HOSPITAL, L.P.
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 HOSPITAL, L.P.
COLLEGE STATION MEDICAL CENTER, LLC
COLLEGE STATION MERGER, LLC
COMMUNITY GP CORP.
COMMUNITY HEALTH INVESTMENT COMPANY, LLC
COMMUNITY HEALTH SYSTEMS, INC.
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
DEMING HOSPITAL CORPORATION
DESERT HOSPITAL HOLDINGS, LLC
DETAR HOSPITAL, LLC
DHFV HOLDINGS, LLC
DHSC, LLC
DUKES HEALTH SYSTEM, LLC
DYERSBURG HOSPITAL CORPORATION

By: /s/ Rachel A. Seifert
Name: Rachel A. Seifert
Title: Executive Vice President

Acting on behalf of each of the Guarantors set forth above

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
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

By: /s/ Rachel A. Seifert

Name: Rachel A. Seifert
Title: Executive Vice President

Acting on behalf of each of the Guarantors set forth above

NATIONAL HEALTHCARE OF LEESVILLE, INC.
NATIONAL HEALTHCARE OF MT. VERNON, INC.
NATIONAL HEALTHCARE OF NEWPORT, INC.
NAVARROHOSPITAL, L.P.
NAVARROREGIONAL, 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
QHG GEORGIA HOLDINGS, INC.
QHG GEORGIA, LP
QHG OF BLUFFTON COMPANY, LLC
QHG OF CLINTON COUNTY, INC.
QHG OF ENTERPRISE, INC.

QHG OF FORREST COUNTY, INC.
QHG OF FORT WAYNE COMPANY, LLC
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

By: /s/ Rachel A. Seifert

Name: Rachel A. Seifert
Title: Executive Vice President

Acting on behalf of each of the Guarantors set forth above

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
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-NAVARROREGIONAL HOSPITAL SUBSIDIARY, LLC
TUNKHANNOCK HOSPITAL COMPANY, LLC
VHC MEDICAL, LLC
VICKSBURG HEALTHCARE, LLC
VICTORIA HOSPITAL, LLC
VICTORIA OF TEXAS, L.P.
AFFINITY HEALTH SYSTEMS, 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
BLUE ISLAND HOSPITAL COMPANY, LLC
BLUE ISLAND ILLINOIS HOLDINGS, LLC
LONGVIEW CLINIC OPERATIONS COMPANY, LLC
LONGVIEW MEDICAL CENTER, L.P.
AFFINITY HOSPITAL, LLC

By: /s/ Rachel A. Seifert

Name: Rachel A. Seifert

Title: Executive Vice President

Acting on behalf of each of the Guarantors set forth above

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

/s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by

/s/ Rahul Parmer

Name: Rahul Parmer

Title: Associate

FIRST LIEN INTERCREDITOR AGREEMENT

Among

CREDIT SUISSE AG,
as Collateral Agent,

CREDIT SUISSE AG,
as the Authorized Representative under the Credit Agreement,

REGIONS BANK,
in its capacity as Trustee under the Initial Additional Agreement,
as the Initial Additional Authorized Representative, and

each additional Authorized Representative from time to time party hereto

Dated as of August 17, 2012

FIRST LIEN INTERCREDITOR AGREEMENT (as amended or supplemented from time to time, this “Agreement”) dated as of August 17, 2012, among CREDIT SUISSE AG, as collateral agent for the Secured Parties (as defined below) (in such capacity and together with its successors in such capacity, the “Collateral Agent”), CREDIT SUISSE AG, as the Authorized Representative for the Bank Loan Secured Parties (in such capacity and together with its successors in such capacity, the “Administrative Agent”), Regions Bank, in its capacity as Trustee under the Initial Additional Agreement, as the Authorized Representative for the Initial Additional Secured Parties (in such capacity and together with its successors in such capacity, the “Initial Additional Authorized Representative”), and each additional Authorized Representative from time to time party hereto for the Additional Secured Parties of the Series with respect to which it is acting in such capacity (in such capacity and together with its successors in such capacity, the “Additional Authorized Representative”).

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, the Administrative Agent (for itself and on behalf of the Bank Loan Secured Parties), the Initial Additional Authorized Representative (for itself and on behalf of the Initial Additional Secured Parties) and each Additional Authorized Representative (for itself and on behalf of the Additional Secured Parties of the applicable Series) agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Construction; Certain Defined Terms. (a) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise, (i) any definition of or reference to any agreement, instrument, other document, statute or regulation herein shall be construed as referring to such agreement, instrument, other document, statute or regulation as from time to time amended, supplemented or otherwise modified, (ii) any reference herein to any Person shall be construed to include such Person’s successors and assigns, but shall not be deemed to include the subsidiaries of such Person unless express reference is made to such subsidiaries, (iii) the words “herein”, “hereof and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to Articles, Sections and Annexes shall be construed to refer to Articles, Sections and Annexes of this Agreement, (v) unless otherwise expressly qualified herein, the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights and (vi) the term “or” is not exclusive. This Agreement is the Pari Passu Intercreditor Agreement referred to in the Credit Agreement.

(b) It is the intention of the Secured Parties of each Series that the holders of Obligations of such Series (and not the Secured Parties of any other Series) bear the risk of (i) any determination by a court of competent jurisdiction that (x) any of the Obligations of such Series are unenforceable under applicable law or are subordinated to any other obligations (other than another Series of Obligations), (y) any of the Obligations of such Series do not have an enforceable security interest in any of the Collateral securing any other Series of Obligations and/or (z) any intervening security interest exists securing any other obligations (other than another Series of Obligations) on a basis ranking prior to the security interest of such Series of Obligations but junior to the security interest of any other Series of Obligations and (ii) the existence of any Collateral for any other Series of Obligations that is not Shared Collateral (any such condition referred to in the foregoing clause (i) or (ii) with respect to any Series of Obligations, an “Impairment” of such Series). In the event of any Impairment with respect to any Series of Obligations, the results of such Impairment shall be borne solely by the holders of such Series of Obligations, and the rights of the holders of such Series of Obligations (including the right to receive distributions in respect of such Series of Obligations pursuant to Section 2.01) set forth herein shall be modified to the extent necessary so that the effects of such Impairment are borne solely by the holders of the Series of such Obligations subject to such Impairment. Additionally, in the event the Obligations of any Series are modified pursuant to applicable law (including pursuant to Section 1129 of the Bankruptcy Code), any reference to such Obligations or the Secured Credit Documents governing such Obligations shall refer to such Obligations or such documents as so modified.

(c) Capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Credit Agreement. As used in this Agreement, the following terms have the meanings specified below:

“Additional Authorized Representative” has the meaning assigned to such term in the introductory paragraph to this Agreement.

“Additional Agreement” has the meaning given the term “Pari Passu Agreement” in the Guarantee and Collateral Agreement and shall include the Initial Additional Agreement.

“Additional Secured Parties” means the holders of any Additional Obligations and any Additional Authorized Representative and shall include the Initial Additional Secured Parties.

“Additional Obligations” has the meaning given the term “Pari Passu Debt Obligations” in the Guarantee and Collateral Agreement and shall include the Initial Additional Obligations.

“Administrative Agent” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Agreement” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Applicable Authorized Representative” means, with respect to any Shared Collateral, (i) until the earlier of (x) the Discharge of Bank Loan Obligations and (y) the Non-Controlling

Authorized Representative Enforcement Date, the Administrative Agent, and (ii) from and after the earlier of (x) the Discharge of Bank Loan Obligations and (y) the Non-Controlling Authorized Representative Enforcement Date, the Major Non-Controlling Authorized Representative.

“Authorized Representative” means (i) in the case of any Bank Loan Obligations or the Bank Loan Secured Parties, the Administrative Agent, (ii) in the case of the Initial Additional Obligations or the Initial Additional Secured Parties, the Initial Additional Authorized Representative, and (iii) in the case of any Series of Additional Obligations or Additional Secured Parties that become subject to this Agreement after the date hereof, the Authorized Representative named for such Series in the applicable Joinder Agreement.

“Bank Loan Obligations” has the meaning assigned to such term in the Guarantee and Collateral Agreement.

“Bank Loan Secured Parties” has the meaning assigned to such term in the Guarantee and Collateral Agreement.

“Bankruptcy Case” has the meaning assigned to such term in Section 2.05(b).

“Bankruptcy Code” means Title 11 of the United States Code, as amended.

“Bankruptcy Law” means the Bankruptcy Code and any similar Federal, state or foreign law for the relief of debtors.

“Collateral” means all assets and properties subject to Liens created pursuant to any Security Document to secure any of the Obligations.

“Collateral Agent” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Controlling Secured Parties” means, with respect to any Shared Collateral, the Series of Secured Parties whose Authorized Representative is the Applicable Authorized Representative for such Shared Collateral.

“Credit Agreement” means that certain Second Amended and Restated Credit Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010 and February 2, 2012, and as further amended, restated, supplemented or otherwise modified, refinanced or replaced from time to time, among the Borrower, Parent, the Lenders party thereto from time to time, the Administrative Agent and the Collateral Agent.

“DIP Financing” has the meaning assigned to such term in Section 2.05(b).

“DIP Financing Liens” has the meaning assigned to such term in Section 2.05(b).

“DIP Lenders” has the meaning assigned to such term in Section 2.05(b).

“Discharge” means, with respect to any Shared Collateral and any Series of Obligations, the date on which such Series of Obligations is no longer secured by such Shared Collateral. The term “Discharged” has a corresponding meaning.

“Discharge of Bank Loan Obligations” means, with respect to any Shared Collateral, the Discharge of the Bank Loan Obligations with respect to such Shared Collateral; provided that the Discharge of Bank Loan Obligations shall not be deemed to have occurred in connection with a Refinancing of such Bank Loan Obligations with additional Obligations secured by such Shared Collateral under an agreement which has been designated in writing by the Administrative Agent (under the Credit Agreement so Refinanced) to the Collateral Agent and each other Authorized Representative as the “Credit Agreement” for purposes of this Agreement.

“Event of Default” has the meaning set forth in the Guarantee and Collateral Agreement.

“Guarantee and Collateral Agreement” means the Amended and Restated Guarantee and Collateral Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010, as further amended as of the date hereof, and as further amended, restated, supplemented or otherwise modified or replaced from time to time, by and among the Pledgors party thereto and the Authorized Representatives from time to time party thereto.

“Impairment” has the meaning assigned to such term in Section 1.01(b).

“Initial Additional Agreement” means that certain Senior Secured Note Indenture dated as of August 17, 2012, among Parent, the Borrower, the subsidiaries of the Borrower party thereto, the Collateral Agent and Regions Bank, as indenture trustee, together with the global notes evidencing the securities issued thereunder on August 17, 2012 and the guarantees thereon.

“Initial Additional Authorized Representative” has the meaning assigned to such term in the introductory paragraph of this Agreement.

“Initial Additional Obligations” means the Additional Obligations pursuant to the Initial Additional Agreement.

“Initial Additional Secured Parties” means the holders of any Initial Additional Obligations and the Initial Additional Authorized Representative.

“Insolvency or Liquidation Proceeding” means:

(1) any case commenced by or against the Borrower or any other Pledgor under any Bankruptcy Law, any other proceeding for the reorganization, recapitalization or adjustment or marshalling of the assets or liabilities of the Borrower or any other Pledgor, any receivership or assignment for the benefit of creditors relating to the Borrower or any other Pledgor or any similar case or proceeding relative to the Borrower or any other Pledgor or its creditors, as such, in each case whether or not voluntary;

(2) any liquidation, dissolution, marshalling of assets or liabilities or other winding up of or relating to the Borrower or any other Pledgor, in each case whether or not voluntary and whether or not involving bankruptcy or insolvency; or

(3) any other proceeding of any type or nature in which substantially all claims of creditors of the Borrower or any other Pledgor are determined and any payment or distribution is or may be made on account of such claims.

“Intervening Creditor” has the meaning assigned to such term in Section 2.01(a).

“Joinder Agreement” means the documents required to be delivered by the Borrower to the Collateral Agent pursuant to Section 7.09(c) of the Guarantee and Collateral Agreement in order to create an additional Series of Additional Obligations, together with a joinder to this Agreement executed and delivered by the applicable Authorized Representative pursuant to which such Authorized Representative agrees to be bound by the terms and conditions hereof and provides the notice information contemplated by Section 5.01.

“Lien” means any mortgage, deed of trust, pledge, security interest, hypothecation, assignment, lien (statutory or other) or similar encumbrance (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement or any lease in the nature thereof).

“Loan Document Obligations” has the meaning assigned to such term in the Guarantee and Collateral Agreement.

“Major Non-Controlling Authorized Representative” means, with respect to any Shared Collateral and at any time, the Authorized Representative of the Series of Additional Obligations that at such time constitutes the largest outstanding principal amount of any then outstanding Series of Additional Obligations with respect to such Shared Collateral.

“New York UCC” means the Uniform Commercial Code as from time to time in effect in the State of New York.

“Non-Controlling Authorized Representative” means, at any time with respect to any Shared Collateral, any Authorized Representative that is not the Applicable Authorized Representative at such time with respect to such Shared Collateral.

“Non-Controlling Authorized Representative Enforcement Date” means, with respect to any Non-Controlling Authorized Representative, the date which is 90 days (throughout which 90-day period such Non-Controlling Authorized Representative was the Major Non-Controlling Authorized Representative) after the occurrence of both (i) an Event of Default (under and as defined in the Additional Agreement under which such Non-Controlling Authorized Representative is the Authorized Representative) and (ii) the Collateral Agent’s and each other Authorized Representative’s receipt of written notice from such Non-Controlling Authorized Representative certifying that (x) such Non-Controlling Authorized Representative is the Major Non-Controlling Authorized Representative and that an Event of Default (under and as defined in the Additional Agreement under which such Non-Controlling Authorized Representative is the Authorized Representative) has occurred and is continuing and (y) the

Obligations of the Series with respect to which such Non-Controlling Authorized Representative is the Authorized Representative are currently due and payable in full (whether as a result of acceleration thereof or otherwise) in accordance with the terms of the applicable Additional Agreement; provided that the Non-Controlling Authorized Representative Enforcement Date shall be stayed and shall not occur and shall be deemed not to have occurred with respect to any Shared Collateral (1) at any time the Collateral Agent or the Administrative Agent (or, after the Discharge of Bank Loan Obligations, the then Applicable Authorized Representative) has commenced and is diligently pursuing any enforcement action with respect to such Shared Collateral or (2) at any time the Pledgor which has granted a Lien in such Shared Collateral is then a debtor under or with respect to (or otherwise subject to) any Insolvency or Liquidation Proceeding.

“Non-Controlling Secured Parties” means, with respect to any Shared Collateral, the Secured Parties which are not Controlling Secured Parties with respect to such Shared Collateral.

“Obligations” has the meaning assigned to such term in the Guarantee and Collateral Agreement.

“Person” means any natural person, corporation, business trust, joint venture, association, company, limited liability company, partnership, Governmental Authority or other entity.

“Pledgors” means Parent, the Borrower and each subsidiary of the Borrower which has granted a Lien pursuant to any Security Document to secure any Series of Obligations.

“Possessory Collateral” means any Shared Collateral in the possession of the Collateral Agent (or its agents or bailees), to the extent that possession thereof perfects a Lien thereon under the Uniform Commercial Code of any jurisdiction. Possessory Collateral includes, without limitation, any Certificated Securities, Promissory Notes, Instruments, and Chattel Paper, in each case, delivered to or in the possession of the Collateral Agent under the terms of the Security Documents. All capitalized terms used in this definition and not defined elsewhere in this Agreement have the meanings assigned to them in the New York UCC.

“Proceeds” has the meaning assigned to such term in Section 2.01 hereof

“Refinance” means, in respect of any indebtedness, to refinance, extend, renew, defease, amend, increase, modify, supplement, restructure, refund, replace or repay, or to issue other indebtedness or enter alternative financing arrangements, in exchange or replacement for such indebtedness (in whole or in part), including by adding or replacing lenders, creditors, agents, borrowers and/or guarantors, and including, in each case, after the original instrument giving rise to such indebtedness has been terminated and including, in each case, through any credit agreement, indenture or other agreement. “Refinanced” and “Refinancing” have correlative meanings.

“Secured Credit Documents” means (i) the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), (ii) the Initial Additional Agreement and the Collateral Documents (as defined in the Initial Additional Agreement) and (iii) each Additional Agreement.

“Secured Parties” means (i) the Bank Loan Secured Parties and (ii) the Additional Secured Parties.

“Security Documents” means the Guarantee and Collateral Agreement and each other agreement entered into in favor of the Collateral Agent for purposes of securing any Series of Obligations.

“Series” means (a) with respect to the Secured Parties, each of (i) the Bank Loan Secured Parties (in their capacities as such), (ii) the Initial Additional Secured Parties (in their capacities as such) and (iii) the other Additional Secured Parties that become subject to this Agreement after the date hereof that are represented by a common Authorized Representative (in their capacities as such) and (b) with respect to any Obligations, each of (i) the Bank Loan Obligations, (ii) the Initial Additional Obligations and (iii) the Additional Obligations incurred pursuant to any Additional Agreement, which pursuant to any Joinder Agreement, are to be represented hereunder by a common Authorized Representative (in its capacity as such for such Additional Obligations).

“Shared Collateral” means, at any time, Collateral in which the holders of two or more Series of Obligations (or their respective Authorized Representatives) hold a valid and perfected security interest at such time. If more than two Series of Obligations are outstanding at any time and the holders of less than all Series of Obligations hold a valid and perfected security interest in any Collateral at such time, then such Collateral shall constitute Shared Collateral for those Series of Obligations that hold a valid security interest in such Collateral at such time and shall not constitute Shared Collateral for any Series which does not have a valid and perfected security interest in such Collateral at such time.

ARTICLE II

Priorities and Agreements with Respect to Shared Collateral

SECTION 2.01. Priority of Claims.

(a) Anything contained herein or in any of the Secured Credit Documents to the contrary notwithstanding (but subject to Section 1.01(b)), if an Event of Default has occurred and is continuing, and the Collateral Agent or any Secured Party is taking action to enforce rights in respect of any Shared Collateral, or any distribution is made in respect of any Shared Collateral in any Bankruptcy Case of any Pledgor or any Secured Party receives any payment pursuant to any intercreditor agreement (other than this Agreement) with respect to any Shared Collateral, the proceeds of any sale, collection or other liquidation of any such Collateral by any Secured Party or received by the Collateral Agent or any Secured Party pursuant to any such intercreditor agreement with respect to such Shared Collateral and proceeds of any such distribution (subject, in the case of any such distribution, to the sentence immediately following) to which the Obligations are entitled under any intercreditor agreement (other than this Agreement) (all proceeds of any sale, collection or other liquidation of any Collateral and all proceeds of any

such distribution being collectively referred to as “Proceeds”), shall be applied (i) FIRST, to the payment of all amounts owing to the Collateral Agent (in its capacity as such) pursuant to the terms of any Secured Credit Document and (ii) SECOND, subject to Section 1.01(b), to the payment in full of the Obligations of each Series on a ratable basis in accordance with the terms of the applicable Secured Credit Documents. Notwithstanding the foregoing, with respect to any Shared Collateral for which a third party (other than a Secured Party) has a lien or security interest that is junior in priority to the security interest of any Series of Obligations but senior (as determined by appropriate legal proceedings in the case of any dispute) to the security interest of any other Series of Obligations (such third party an “Intervening Creditor”), the value of any Shared Collateral or Proceeds which are allocated to such Intervening Creditor shall be deducted on a ratable basis solely from the Shared Collateral or Proceeds to be distributed in respect of the Series of Obligations with respect to which such Impairment exists.

(b) It is acknowledged that the Obligations of any Series may, subject to the limitations set forth in the then extant Secured Credit Documents, be increased, extended, renewed, replaced, restated, supplemented, restructured, repaid, refunded, Refinanced or otherwise amended or modified from time to time, all without affecting the priorities set forth in Section 2.01(a) or the provisions of this Agreement defining the relative rights of the Secured Parties of any Series.

(c) Notwithstanding the date, time, method, manner or order of grant, attachment or perfection of any Liens securing any Series of Obligations granted on the Shared Collateral and notwithstanding any provision of the Uniform Commercial Code of any jurisdiction, or any other applicable law or the Secured Credit Documents or any defect or deficiencies in the Liens securing the Obligations of any Series or any other circumstance whatsoever (but, in each case, subject to Section 1.01(b)), each Secured Party hereby agrees that the Liens securing each Series of Obligations on any Shared Collateral shall be of equal priority.

SECTION 2.02. Actions with Respect to Shared Collateral; Prohibition on Contesting Liens. (a) With respect to any Shared Collateral, (i) only the Collateral Agent shall act or refrain from acting with respect to the Shared Collateral (including with respect to any intercreditor agreement with respect to any Shared Collateral), and then only on the instructions of the Applicable Authorized Representative, (ii) the Collateral Agent shall not follow any instructions with respect to such Shared Collateral (including with respect to any intercreditor agreement with respect to any Shared Collateral) from any Non-Controlling Authorized Representative or any other Secured Party (other than the Applicable Authorized Representative) and (iii) no Non-Controlling Authorized Representative or other Secured Party (other than the Applicable Authorized Representative) shall, or shall instruct the Collateral Agent to, commence any judicial or nonjudicial foreclosure proceedings with respect to, seek to have a trustee, receiver, liquidator or similar official appointed for or over, attempt any action to take possession of, exercise any right, remedy or power with respect to, or otherwise take any action to enforce its security interest in or realize upon, or take any other action available to it in respect of, any Shared Collateral (including with respect to any intercreditor agreement with respect to any Shared Collateral), whether under any Security Document, applicable law or otherwise, it being agreed that only the Collateral Agent, acting on the instructions of the Applicable Authorized Representative and in accordance with the applicable Security Documents, shall be entitled to take any such actions or exercise any such remedies with respect to Shared Collateral.

Notwithstanding the equal priority of the Liens, the Collateral Agent (acting on the instructions of the Applicable Authorized Representative) may deal with the Shared Collateral as if such Applicable Authorized Representative had a senior Lien on such Collateral. No Non-Controlling Authorized Representative or Non-Controlling Secured Party will contest, protest or object to any foreclosure proceeding or action brought by the Collateral Agent, Applicable Authorized Representative or Controlling Secured Party or any other exercise by the Collateral Agent, Applicable Authorized Representative or Controlling Secured Party of any rights and remedies relating to the Shared Collateral, or to cause the Collateral Agent to do so. The foregoing shall not be construed to limit the rights and priorities of any Secured Party, Collateral Agent or Authorized Representative with respect to any Collateral not constituting Shared Collateral.

(b) Each of the Authorized Representatives agrees that it will not accept any Lien on any Collateral for the benefit of any Series of Obligations (other than funds deposited for the discharge or defeasance of any Additional Agreement and, in the case of the Bank Loan Obligations, cash collateral that may be required to be deposited with respect to Letters of Credit or in connection with the obligations of a Defaulting Lender) other than pursuant to the Security Documents, and by executing this Agreement (or a Joinder Agreement), each Authorized Representative and the Series of Secured Parties for which it is acting hereunder agree to be bound by the provisions of this Agreement and the other Security Documents applicable to it.

(c) Each of the Secured Parties agrees that it will not (and hereby waives any right to) contest or support any other Person in contesting, in any proceeding (including any Insolvency or Liquidation Proceeding), the perfection, priority, validity or enforceability of a Lien held by or on behalf of any of the Secured Parties in all or any part of the Collateral, or the provisions of this Agreement; provided that nothing in this Agreement shall be construed to prevent or impair the rights of any of the Collateral Agent or any Authorized Representative to enforce this Agreement.

SECTION 2.03. No Interference; Payment Over. (a) Each Secured Party agrees that (i) it will not challenge or question in any proceeding the validity or enforceability of any Obligations of any Series or any Security Document or the validity, attachment, perfection or priority of any Lien under any Security Document or the validity or enforceability of the priorities, rights or duties established by or other provisions of this Agreement; (ii) it will not take or cause to be taken any action the purpose or intent of which is, or could be, to interfere with, hinder or delay, in any manner, whether by judicial proceedings or otherwise, any sale, transfer or other disposition of the Shared Collateral by the Collateral Agent, (iii) except as provided in Section 2.02, it shall have no right to (A) direct the Collateral Agent or any other Secured Party to exercise any right, remedy or power with respect to any Shared Collateral (including pursuant to any intercreditor agreement) or (B) consent to the exercise by the Collateral Agent or any other Secured Party of any right, remedy or power with respect to any Shared Collateral, (iv) it will not institute any suit or assert in any Insolvency or Liquidation Proceeding or any other proceeding any claim against the Collateral Agent or any other Secured Party seeking damages from or other relief by way of specific performance, instructions or otherwise with respect to any Shared Collateral, and none of the Collateral Agent, any Applicable Authorized Representative or any other Secured Party shall be liable for any action taken or omitted to be taken by the Collateral Agent, such Applicable Authorized Representative or other Secured Party with respect to any Shared Collateral in accordance with the provisions of

this Agreement, (v) it will not seek, and hereby waives any right, to have any Shared Collateral or any part thereof marshaled upon any foreclosure or other disposition of such Collateral and (vi) it will not attempt, directly or indirectly, whether by judicial proceedings or otherwise, to challenge the enforceability of any provision of this Agreement; provided that nothing in this Agreement shall be construed to prevent or impair the rights of any of the Collateral Agent or any other Secured Party to enforce this Agreement.

(b) Each Secured Party hereby agrees that if it shall obtain possession of any Shared Collateral or shall realize any proceeds or payment in respect of any such Shared Collateral, pursuant to any Security Document or by the exercise of any rights available to it under applicable law or in any Insolvency or Liquidation Proceeding or through any other exercise of remedies (including pursuant to any intercreditor agreement), at any time prior to the Discharge of each of the Obligations, then it shall hold such Shared Collateral, proceeds or payment in trust for the other Secured Parties and promptly transfer such Shared Collateral, proceeds or payment, as the case may be, to the Collateral Agent, to be distributed in accordance with the provisions of Section 2.01 hereof.

SECTION 2.04. Automatic Release of Liens; Amendments to Security Documents. (a) If, at any time the Collateral Agent forecloses upon or otherwise exercises remedies against any Shared Collateral, then (whether or not any Insolvency or Liquidation Proceeding is pending at the time) the Liens in favor of the Collateral Agent for the benefit of each Series of Secured Parties upon such Shared Collateral will automatically be released and discharged; provided that any proceeds of any Shared Collateral realized therefrom shall be applied pursuant to Section 2.01 hereof.

(b) Each Secured Party agrees that the Collateral Agent may enter into any amendment (and, upon request by the Collateral Agent, each Authorized Representative shall sign a consent to such amendment) to any Security Document (including to release Liens securing any Series of Obligations), so long as the Collateral Agent receives a certificate of the Borrower stating that such amendment is permitted by the terms of each then extant Secured Credit Document. Additionally, each Secured Party agrees that the Collateral Agent may enter into any amendment (and, upon request by the Collateral Agent, each Authorized Representative shall sign a consent to such amendment) to any Security Document solely as such Security Document relates to a particular Series of Obligations (including to release Liens securing any Series of Obligations) so long as (x) such amendment is in accordance with the Secured Credit Document pursuant to which such Series of Obligations was incurred and (y) such amendment does not adversely affect the Secured Parties of any other Series.

(c) Each Authorized Representative agrees to execute and deliver (at the sole cost and expense of the Pledgors) all such authorizations and other instruments as shall reasonably be requested by the Collateral Agent to evidence and confirm any release of Shared Collateral or amendment to any Security Document provided for in this Section.

SECTION 2.05. Certain Agreements with Respect to Insolvency or Liquidation Proceedings. (a) This Agreement shall continue in full force and effect notwithstanding the commencement of any proceeding under any Bankruptcy Law by or against the Borrower or any other Pledgor.

(b) If any Pledgor shall become subject to a case (a “Bankruptcy Case”) under the Bankruptcy Code and shall, as debtor(s)-in-possession, move for approval of financing (“DIP Financing”) to be provided by one or more lenders (the “DIP Lenders”) under Section 364 of the Bankruptcy Code or the use of cash collateral under Section 363 of the Bankruptcy Code, each Secured Party agrees that it will raise no objection to any such financing or to the Liens on the Shared Collateral securing the same (“DIP Financing Liens”) or to any use of cash collateral that constitutes Shared Collateral, unless the Applicable Authorized Representative shall then oppose or object to such DIP Financing or such DIP Financing Liens or use of cash collateral (and (i) to the extent that such DIP Financing Liens are senior to the Liens on any such Shared Collateral for the benefit of the Controlling Secured Parties, each Non-Controlling Secured Party will subordinate its Liens with respect to such Shared Collateral on the same terms as the Liens of the Controlling Secured Parties (other than any Liens of any Secured Parties constituting DIP Financing Liens) are subordinated thereto, and (ii) to the extent that such DIP Financing Liens rank pari passu with the Liens on any such Shared Collateral granted to secure the Obligations of the Controlling Secured Parties, each Non-Controlling Secured Party will confirm the priorities with respect to such Shared Collateral as set forth herein), in each case so long as (A) the Secured Parties of each Series retain the benefit of their Liens on all such Shared Collateral pledged to the DIP Lenders, including proceeds thereof arising after the commencement of such proceeding, with the same priority vis-à-vis all the other Secured Parties (other than any Liens of the Secured Parties constituting DIP Financing Liens) as existed prior to the commencement of the Bankruptcy Case, (B) the Secured Parties of each Series are granted Liens on any additional collateral pledged to any Secured Parties as adequate protection or otherwise in connection with such DIP Financing or use of cash collateral, with the same priority vis-à-vis the Secured Parties as set forth in this Agreement, (C) if any amount of such DIP Financing or cash collateral is applied to repay any of the Obligations, such amount is applied pursuant to Section 2.01 of this Agreement, and (D) if any Secured Parties are granted adequate protection, including in the form of periodic payments, in connection with such DIP Financing or use of cash collateral, the proceeds of such adequate protection is applied pursuant to Section 2.01 of this Agreement; provided that the Secured Parties of each Series shall have a right to object to the grant of a Lien to secure the DIP Financing over any Collateral subject to Liens in favor of the Secured Parties of such Series or its Authorized Representative that shall not constitute Shared Collateral; and provided further, that the Secured Parties receiving adequate protection shall not object to any other Secured Party receiving adequate protection comparable to any adequate protection granted to such Secured Parties in connection with a DIP Financing or use of cash collateral.

(c) Each Secured Party agrees that, in an Insolvency or Liquidation Proceeding or otherwise, none of them will oppose any sale or disposition of any Shared Collateral of any Pledgor that is supported by the Controlling Secured Parties, or the Applicable Authorized Representative, and will be deemed to have consented under Section 363 of the Bankruptcy Code (and otherwise) to any such sale or disposition and to have released its Liens on the assets so sold or disposed; provided that any proceeds of any Shared Collateral realized therefrom shall be applied pursuant to Section 2.01 hereof.

SECTION 2.06. Reinstatement. In the event that any of the Obligations shall be paid in full and such payment or any part thereof shall subsequently, for whatever reason (including an order or judgment for disgorgement of a preference under Title 11 of the United States Code, or any similar law, or the settlement of any claim in respect thereof), be required to be returned or repaid, the terms and conditions of this Article II shall be fully applicable thereto until all such Obligations shall again have been paid in full in cash.

SECTION 2.07. Insurance. As between the Secured Parties, the Collateral Agent, acting at the direction of the Applicable Authorized Representative, shall have the right to adjust or settle any insurance policy or claim covering or constituting Shared Collateral in the event of any loss thereunder and to approve any award granted in any condemnation or similar proceeding affecting the Shared Collateral.

SECTION 2.08. Refinancings. The Obligations of any Series may be Refinanced, in whole or in part, in each case, without notice to, or the consent (except to the extent a consent is otherwise required to permit the refinancing transaction under any Secured Credit Document) of any Secured Party of any other Series, all without affecting the priorities provided for herein or the other provisions hereof; provided that the Authorized Representative of the holders of any such Refinancing indebtedness shall have executed a Joinder Agreement on behalf of the holders of such Refinancing indebtedness.

SECTION 2.09. Possessory Collateral Agent as Gratuitous Bailee for Perfection. (a) The Collateral Agent agrees to hold any Shared Collateral constituting Possessory Collateral that is part of the Collateral in its possession or control (or in the possession or control of its agents or bailees) as gratuitous bailee for the benefit of each other Secured Party and any assignee solely for the purpose of perfecting the Lien granted in such Possessory Collateral, if any, pursuant to the applicable Security Documents, in each case, subject to the terms and conditions of this Section 2.09. Pending delivery to the Collateral Agent, each other Authorized Representative agrees to hold any Shared Collateral constituting Possessory Collateral, from time to time in its possession, as gratuitous bailee for the benefit of each other Secured Party and any assignee, solely for the purpose of perfecting the Lien granted in such Possessory Collateral, if any, pursuant to the applicable Security Documents, in each case, subject to the terms and conditions of this Section 2.09.

(b) The duties or responsibilities of the Collateral Agent and each other Authorized Representative under this Section 2.09 shall be limited solely to holding any Shared Collateral constituting Possessory Collateral as gratuitous bailee for the benefit of each other Secured Party for purposes of perfecting the Lien held by such Secured Parties therein.

ARTICLE III

SECTION 3.01. Existence and Amounts of Liens and Obligations. Whenever the Collateral Agent or any Authorized Representative shall be required, in connection with the exercise of its rights or the performance of its obligations hereunder, to determine the existence or amount of any Obligations of any Series, or the Shared Collateral subject to any Lien securing the Obligations of any Series, it may request that such information be furnished to it in writing by each other Authorized Representative and shall be entitled to make such determination on the basis of the information so furnished; provided, however, that if an Authorized Representative shall fail or refuse reasonably promptly to provide the requested information, the requesting

Collateral Agent or Authorized Representative shall be entitled to make any such determination by such method as it may, in the exercise of its good faith judgment, determine, including by reliance upon a certificate of the Borrower. The Collateral Agent and each Authorized Representative may rely conclusively, and shall be fully protected in so relying, on any determination made by it in accordance with the provisions of the preceding sentence (or as otherwise directed by a court of competent jurisdiction) and shall have no liability to any Pledgor, any Secured Party or any other person as a result of such determination.

ARTICLE IV

THE COLLATERAL AGENT

SECTION 4.01. Appointment and Authority. (a) Each of the Secured Parties hereby irrevocably appoints Credit Suisse AG to act on its behalf as the Collateral Agent hereunder and under each of the other Security Documents and authorizes the Collateral Agent to take such actions on its behalf and to exercise such powers as are delegated to the Collateral Agent by the terms hereof or thereof, including for purposes of acquiring, holding and enforcing any and all Liens on Collateral granted by any Pledgor to secure any of the Obligations, together with such powers and discretion as are reasonably incidental thereto. In this connection, the Collateral Agent and any co-agents, sub-agents and attorneys-in-fact appointed by the Collateral Agent pursuant to Section 4.05 for purposes of holding or enforcing any Lien on the Collateral (or any portion thereof) granted under any of the Security Documents, or for exercising any rights and remedies thereunder at the direction of the Applicable Authorized Representative, shall be entitled to the benefits of all provisions of this Article IV and Section 9.05 of the Credit Agreement and the equivalent provision of any Additional Agreement (as though such co-agents, sub-agents and attorneys-in-fact were the “Collateral Agent” under the Security Documents) as if set forth in full herein with respect thereto.

(b) Each Non-Controlling Secured Party acknowledges and agrees that the Collateral Agent shall be entitled, for the benefit of the Secured Parties, to sell, transfer or otherwise dispose of or deal with any Shared Collateral as provided herein and in the Security Documents, without regard to any rights to which the holders of the Non-Controlling Secured Obligations would otherwise be entitled as a result of such Non-Controlling Secured Obligations. Without limiting the foregoing, each Non-Controlling Secured Party agrees that none of the Collateral Agent, the Applicable Authorized Representative or any other Secured Party shall have any duty or obligation first to marshal or realize upon any type of Shared Collateral (or any other Collateral securing any of the Obligations), or to sell, dispose of or otherwise liquidate all or any portion of such Shared Collateral (or any other Collateral securing any Obligations), in any manner that would maximize the return to the Non-Controlling Secured Parties, notwithstanding that the order and timing of any such realization, sale, disposition or liquidation may affect the amount of proceeds actually received by the Non-Controlling Secured Parties from such realization, sale, disposition or liquidation. Each of the Secured Parties waives any claim it may now or hereafter have against the Collateral Agent or the Authorized Representative of any other Series of Obligations or any other Secured Party of any other Series arising out of (i) any actions which the Collateral Agent, any Authorized Representative or any Secured Party takes or omits to take (including, actions with respect to the creation, perfection or continuation of Liens on any Collateral, actions with respect to the foreclosure upon, sale, release or

depreciation of, or failure to realize upon, any of the Collateral and actions with respect to the collection of any claim for all or any part of the Obligations from any account debtor, guarantor or any other party) in accordance with the Security Documents or any other agreement related thereto or to the collection of the Obligations or the valuation, use, protection or release of any security for the Obligations, (ii) any election by any Applicable Authorized Representative or any holders of Obligations, in any proceeding instituted under the Bankruptcy Code, of the application of Section 1111(b) of the Bankruptcy Code or (iii) subject to Section 2.05, any borrowing by, or grant of a security interest or administrative expense priority under Section 364 of the Bankruptcy Code by, Parent or any of its subsidiaries, as debtor-in-possession.

SECTION 4.02. Rights as a Secured Party. The Person serving as the Collateral Agent hereunder shall have the same rights and powers in its capacity as a Secured Party under any Series of Obligations that it holds as any other Secured Party of such Series and may exercise the same as though it were not the Collateral Agent and the term “Secured Party” or “Secured Parties” or (as applicable) “Bank Loan Secured Party” or “Additional Secured Party” or “Additional Secured Parties” shall, unless otherwise expressly indicated or unless the context otherwise requires, include the Person serving as the Collateral Agent hereunder in its individual capacity. Such Person and its Affiliates may accept deposits from, lend money to, act as the financial advisor or in any other advisory capacity for and generally engage in any kind of business with Parent, the Borrower or any subsidiary or other Affiliate thereof as if such Person were not the Collateral Agent hereunder and without any duty to account therefor to any other Secured Party.

SECTION 4.03. Exculpatory Provisions. (a) The Collateral Agent shall not have any duties or obligations except those expressly set forth herein and in the other Security Documents. Without limiting the generality of the foregoing, the Collateral Agent:

(i) shall not be subject to any fiduciary or other implied duties, regardless of whether an Event of Default has occurred and is continuing;

(ii) shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Security Documents that the Collateral Agent is required to exercise; provided that the Collateral Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose the Collateral Agent to liability or that is contrary to any Security Document or applicable law;

(iii) shall not, except as expressly set forth herein and in the other Security Documents, have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its Affiliates that is communicated to or obtained by the Person serving as the Collateral Agent or any of its Affiliates in any capacity;

(iv) shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Applicable Authorized Representative or (ii) in the absence of its own gross negligence or willful misconduct or (iii) in reliance on a certificate of an authorized officer of Parent or the Borrower stating that such action is permitted by the

terms of this Agreement. The Collateral Agent shall be deemed not to have knowledge of any Event of Default under any Series of Obligations unless and until written notice describing such Event Default is given to the Collateral Agent by the Authorized Representative of such Obligations or Parent or the Borrower; and

(v) shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Security Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Security Document or any other agreement, instrument or document, or the creation, perfection or priority of any Lien purported to be created by the Security Documents, (v) the value or the sufficiency of any Collateral for any Series of Obligations, or (v) the satisfaction of any condition set forth in any Secured Credit Document, other than to confirm receipt of items expressly required to be delivered to the Collateral Agent.

SECTION 4.04. Reliance by Collateral Agent. The Collateral Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing (including any electronic message, Internet or intranet website posting or other distribution) believed by it to be genuine and to have been signed, sent or otherwise authenticated by the proper Person. The Collateral Agent also may rely upon any statement made to it orally or by telephone and believed by it to have been made by the proper Person, and shall not incur any liability for relying thereon. The Collateral Agent may consult with legal counsel (who may be counsel for the Borrower), independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

SECTION 4.05. Delegation of Duties. The Collateral Agent may perform any and all of its duties and exercise its rights and powers hereunder or under any other Security Document by or through any one or more sub-agents appointed by the Collateral Agent. The Collateral Agent and any such sub-agent may perform any and all of its duties and exercise its rights and powers by or through their respective Affiliates. The exculpatory provisions of this Article shall apply to any such sub-agent and to the Affiliates of the Collateral Agent and any such sub-agent.

SECTION 4.06. Resignation of Collateral Agent. The Collateral Agent may at any time give notice of its resignation as Collateral Agent under this Agreement and the other Security Documents to each Authorized Representative and the Borrower. Upon receipt of any such notice of resignation, the Applicable Authorized Representative shall have the right, in consultation with the Borrower, to appoint a successor, which shall be a bank with an office in the United States, or an Affiliate of any such bank with an office in the United States. If no such successor shall have been so appointed by the Applicable Authorized Representative and shall have accepted such appointment within 30 days after the retiring Collateral Agent gives notice of its resignation, then the retiring Collateral Agent may, on behalf of the Secured Parties, appoint a

successor Collateral Agent meeting the qualifications set forth above; provided that if the Collateral Agent shall notify the Borrower and each Authorized Representative that no qualifying Person has accepted such appointment, then such resignation shall nonetheless become effective in accordance with such notice and (a) the retiring Collateral Agent shall be discharged from its duties and obligations hereunder and under the other Security Documents (except that in the case of any collateral security held by the Collateral Agent on behalf of the Secured Parties under any of the Security Documents, the retiring Collateral Agent shall continue to hold such collateral security solely for purposes of maintaining the perfection of the Liens of the Secured Parties therein until such time as a successor Collateral Agent is appointed but with no obligation to take any further action at the request of the Applicable Authorized Representative or any other Secured Parties) and (b) all payments, communications and determinations provided to be made by, to or through the Collateral Agent shall instead be made by or to each Authorized Representative directly, until such time as the Applicable Authorized Representative appoints a successor Collateral Agent as provided for above in this Section. Upon the acceptance of a successor's appointment as Collateral Agent hereunder and under the Security Documents, such successor shall succeed to and become vested with all of the rights, powers, privileges and duties of the retiring (or retired) Collateral Agent, and the retiring Collateral Agent shall be discharged from all of its duties and obligations hereunder or under the other Security Documents (if not already discharged therefrom as provided above in this Section). After the retiring Collateral Agent's resignation hereunder and under the other Loan Documents, the provisions of this Article and Section 9.05 of the Credit Agreement and the equivalent provision of any Additional Agreement shall continue in effect for the benefit of such retiring Collateral Agent, its sub-agents and their respective Related Parties in respect of any actions taken or omitted to be taken by any of them while the retiring Collateral Agent was acting as Collateral Agent. Upon any notice of resignation of the Collateral Agent hereunder and under the other Security Documents, the Borrower agrees to use commercially reasonable efforts to transfer (and maintain the validity and priority of) the Liens in favor of the retiring Collateral Agent under the Security Documents to the successor Collateral Agent.

SECTION 4.07. Non-Reliance on Collateral Agent and Other Secured Parties. Each Secured Party acknowledges that it has, independently and without reliance upon the Collateral Agent, any other Authorized Representative or any other Secured Party or any of their Affiliates and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and the other Secured Credit Documents. Each Secured Party also acknowledges that it will, independently and without reliance upon the Collateral Agent, any Authorized Representative or any other Secured Party or any of their Affiliates and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any other Secured Credit Document or any related agreement or any document furnished hereunder or thereunder.

SECTION 4.08. Collateral Matters. Each of the Secured Parties irrevocably authorizes the Collateral Agent, at its option and in its discretion,

(a) to release any Lien on any property granted to or held by the Collateral Agent under any Security Document in accordance with Section 2.04 or upon receipt of a written request from Parent or the Borrower stating that the releases of such Lien is permitted by the terms of each then extant Secured Credit Document; and

(b) to release any Pledgor from its obligations under the Security Documents upon receipt of a written request from Parent or the Borrower stating that such release is permitted by the terms of each then extant Secured Credit Document.

ARTICLE V

Miscellaneous

SECTION 5.01. Notices. All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy, as follows:

(a) if to the Collateral Agent or the Administrative Agent, to it at Credit Suisse AG, Eleven Madison Avenue, New York, NY 10010, Attention of Agency Group (Telecopy No. (212) 325-8304) Email: agency.loanops@credit-suisse.com;

(b) if to the Initial Additional Authorized Representative, to it at Regions Bank, Corporate Trust Services, 315 Deaderick Street, 4th Floor, Nashville, TN 327238.

(c) If to any other Additional Authorized Representative, to it at the address set forth in the applicable Joinder Agreement.

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt (if a Business Day) and on the next Business Day thereafter (in all other cases) if delivered by hand or overnight courier service or sent by telecopy or on the date five Business Days after dispatch by certified or registered mail if mailed, in each case delivered, sent or mailed (properly addressed) to such party as provided in this Section 5.01 or in accordance with the latest unrevoked direction from such party given in accordance with this Section 5.01. As agreed to in writing among the Collateral Agent and each Authorized Representative from time to time, notices and other communications may also be delivered by e-mail to the e-mail address of a representative of the applicable person provided from time to time by such person.

SECTION 5.02. Waivers; Amendment; Joinder Agreements. (a) No failure or delay on the part of any party hereto in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereto are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by any party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any party hereto in any case shall entitle such party to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be terminated, waived, amended or modified (other than the provision of security for one or more additional Series as provided for herein) except pursuant to an agreement or agreements in writing entered into by each Authorized Representative and the Collateral Agent.

(c) Notwithstanding the foregoing, without the consent of any Secured Party, any Authorized Representative may become a party hereto by execution and delivery of Joinder Agreement in accordance with Section 7.09(c) of the Guarantee and Collateral Agreement and upon such execution and delivery and the delivery by the Borrower of the documents required by said Section 7.09(c), such Authorized Representative and the Additional Secured Parties and Additional Obligations of the Series for which such Authorized Representative is acting shall thereupon become subject to and bound by the terms and conditions hereof and the terms and conditions of the other Security Documents applicable thereto.

(d) Notwithstanding the foregoing, without the consent of any Secured Party, and at the request of the Borrower, the parties hereto shall amend this Agreement in connection with the Refinancing of any Credit Agreement, in order to amend any defined terms or section references contained herein to the Credit Agreement being Refinanced to the equivalent defined terms or sections references to the Refinanced Credit Agreement or to the Guarantee and Collateral Agreement or any replacement Security Document entered into in connection with the Refinanced Credit Agreement, so long as the Borrower delivers to each party hereto a certificate of the Borrower stating that such amendment is permitted by the terms of each then extant Secured Credit Document.

SECTION 5.03. Parties in Interest. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as well as the other Secured Parties, all of whom are intended to be bound by, and to be third party beneficiaries of, this Agreement.

SECTION 5.04. Survival of Agreement. All covenants, agreements, representations and warranties made by any party in this Agreement shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of this Agreement.

SECTION 5.05. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5.06. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction. The

parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 5.07. Governing Law; Jurisdiction; Consent to Service of Process. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

SECTION 5.08. Submission to Jurisdiction Waivers. The Collateral Agent and each Authorized Representative, on behalf of itself and the Secured Parties of the Series for whom it is acting, irrevocably and unconditionally:

(a) submits for itself and its property in any legal action or proceeding relating to this Agreement and the Security Documents, or for recognition and enforcement of any judgment in respect thereof, to the exclusive general jurisdiction of the courts of the State of New York, and the courts of the United States of America for the Southern District of New York, in each case located in the Borough of Manhattan, and appellate courts from any thereof;

(b) consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

(c) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to such Person (or its Authorized Representative) at the address referred to in Section 5.01;

(d) agrees that nothing herein shall affect the right of any other party hereto (or any Secured Party) to effect service of process in any other manner permitted by law or shall limit the right of any party hereto (or any Secured Party) to sue in any other jurisdiction; and

(e) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section 5.08 any special, exemplary, punitive or consequential damages.

SECTION 5.09. **WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.**

SECTION 5.10. Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 5.11. Conflicts. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any of the other Secured Credit Documents or Security Documents, the provisions of this Agreement shall control.

SECTION 5.12. Provisions Solely To Define Relative Rights. The provisions of this Agreement are and are intended solely for the purpose of defining the relative rights of the Secured Parties in relation to one another. None of the Borrower, any other Pledgor or any other creditor thereof shall have any rights or obligations hereunder, except as expressly provided in this Agreement (provided that nothing in this Agreement (other than Section 2.04, 2.05, 2.08, 2.09 or Article V) is intended to or will amend, waive or otherwise modify the provisions of the Credit Agreement or any Additional Agreements), and none of the Borrower or any other Pledgor may rely on the terms hereof (other than Sections 2.04, 2.05, 2.08, 2.09 and Article V). Nothing in this Agreement is intended to or shall impair the obligations of any Pledgor, which are absolute and unconditional, to pay the Obligations as and when the same shall become due and payable in accordance with their terms.

SECTION 5.13. Integration. This Agreement together with the other Secured Credit Documents and the Security Documents represents the agreement of each of the Pledgors and the Secured Parties with respect to the subject matter hereof and there are no promises, undertakings, representations or warranties by any Pledgor, the Collateral Agent or any other Secured Party relative to the subject matter hereof not expressly set forth or referred to herein or in the other Secured Credit Documents or the Security Documents.

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

[Signature Pages Follow]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

/s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by

/s/ Rahul Parmer

Name: Rahul Parmer

Title: Associate

REGIONS BANK, as Initial Additional
Authorized Representative

by

/s/ Paul Williams

Name: Paul Williams

Title: Vice President and Trust
Officer

CONSENT OF GRANTORS

Dated: August 17, 2012

Reference is made to the First Lien Intercreditor Agreement dated as of the date hereof between Credit Suisse AG, as Administrative Agent and Collateral Agent and Regions Bank, as Initial Additional Authorized Representative, as the same may be amended, restated, supplemented, waived, or otherwise modified from time to time (the “Intercreditor Agreement”). Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Intercreditor Agreement.

Each of the undersigned Pledgors has read the foregoing Intercreditor Agreement and consents thereto. Each of the undersigned Pledgors agrees not to take any action that would be contrary to the express provisions of the foregoing Intercreditor Agreement, agrees to abide by the requirements expressly applicable to it under the foregoing Intercreditor Agreement and agrees that, except as otherwise provided therein, no Secured Party shall have any liability to any Pledgor for acting in accordance with the provisions of the foregoing Intercreditor Agreement. Each Pledgor understands that the foregoing Intercreditor Agreement is for the sole benefit of the Secured Parties and their respective successors and assigns, and that such Pledgor is not an intended beneficiary or third party beneficiary thereof except to the extent otherwise expressly provided therein.

Without limitation to the foregoing, each Pledgor agrees to take such further action and to execute and deliver such additional documents and instruments (in recordable form, if requested) as the Collateral Agent may reasonably request to effectuate the terms of and the Lien priorities contemplated by the Intercreditor Agreement.

This Consent shall be governed and construed in accordance with the laws of the State of New York. Notices delivered to any Pledgor pursuant to this Consent shall be delivered in accordance with the notice provisions set forth in the Intercreditor Agreement.

IN WITNESS HEREOF, this Consent is hereby executed by each of the Pledgors as of the date first written above.

CHS/COMMUNITY HEALTH SYSTEMS, INC.,

by

/s/ Rachel A. Seifert

Name: Rachel A. Seifert

Title: Executive Vice President, Secretary
and General Counsel

COMMUNITY HEALTH SYSTEMS, INC.,

by

/s/ Rachel A. Seifert

Name: Rachel A. Seifert

Title: Executive Vice President

Each of the Pledgors, listed on Schedule I hereto,

by

/s/ Rachel A. Seifert

Name: Rachel A. Seifert

Title: Executive Vice President

[Signature Page to Intercreditor Agreement]

COPYRIGHT SECURITY AGREEMENT dated as of August 17, 2012 (this “*Agreement*”), among COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation, CHS WASHINGTON HOLDINGS, LLC, a Delaware limited liability company, NORTHWEST HOSPITAL, LLC, a Delaware limited liability company and QUORUM HEALTH RESOURCES, LLC, a Delaware limited liability company (each a “*Grantor*”, and collectively, the “*Grantors*”) and CREDIT SUISSE AG, as collateral agent (in such capacity, the “*Collateral Agent*”).

Reference is made to (a) the Amended and Restated Guarantee and Collateral Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010 (as further amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among CHS/Community Health Systems, Inc., a Delaware corporation (the “*Company*”), Community Health Systems, Inc., a Delaware corporation (the “*Parent*”), the Subsidiaries of the Company party thereto and the Collateral Agent, (b) the Underwriting Agreement dated as of August 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “*Underwriting Agreement*”) among the Company, the Guarantors party thereto and Credit Suisse Securities (USA) LLC, as representative of the several underwriters specified therein (the “*Representative*”), (c) the Indenture dated as of August 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “*Indenture*”), among the Company, the Guarantors party thereto, the Collateral Agent and Regions Bank, as trustee (the “*Trustee*”), and (d) that certain designation certificate delivered to the Collateral Agent pursuant to Section 7.09(c) of the Security Agreement in order to secure the Notes and related obligations on a pari passu basis with the other obligations secured under the Security Agreement (subject to certain exceptions in the case of pledged stock). The Trustee and underwriters referred to above have agreed to purchase \$1,600,000,000 aggregate principal amount of 5.125% Senior Secured Notes due 2018 of the Company (the “*Notes*”) on the terms and subject to the conditions set forth in the Underwriting Agreement. The obligations of the underwriters to purchase the Notes are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the issuance of the Notes pursuant to the Indenture and is willing to execute and deliver this Agreement in order to induce the underwriters to purchase the Notes. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on, all right,

title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “ **Copyright Collateral**”):

(a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise; and

(b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office (or any successor office), including those listed on Schedule I attached hereto.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Copyright Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

COMMUNITY HEALTH SYSTEMS, INC.,

by

/s/ Rachel A. Seifert

Name: Rachel A. Seifert

Title: Executive Vice President

CHS WASHINGTON HOLDINGS, LLC,

by

/s/ Rachel A. Seifert

Name: Rachel A. Seifert

Title: Executive Vice President

NORTHWEST HOSPITAL, LLC,

by

/s/ Rachel A. Seifert

Name: Rachel A. Seifert

Title: Executive Vice President

QUORUM HEALTH RESOURCES, LLC,

by

/s/ Rachel A. Seifert

Name: Rachel A. Seifert

Title: Executive Vice President

[Signature Page to Copyright Security Agreement]

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent,

by

/s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by

/s/ Rahul Parmer

Name: Rahul Parmer

Title: Associate

[Signature Page to Copyright Security Agreement]

Schedule I

I. Copyrights

<u>Title</u>	<u>Grantor</u>	<u>Registration No.</u>	<u>Author</u>
Failure Mode and Effects Analysis: Neuraxial Anesthesia and Anticoagulation	CHS Washington Holdings, LLC	TXu001152745 12/8/2003	Empire Health Services
Quality Profile: Trended Data from 1992 through September 1996	CHS Washington Holdings, LLC	TXu000779488 1/7/1997	Empire Health Services (author Norwood, Cynthia Ellen and Stark, Sharilyn Su as a work for hire)
Arthritis: Education and Exercise	Northwest Hospital, LLC	TX0002267273	Northwest Physical Therapy and Occupational Therapy
Northwest Osteoporosis Center Osteoporosis Prevention and Treatment Guidelines	Northwest Hospital, LLC	TX0004915182	n/a
Med-Info Health Care Protocols and Manuals	Northwest Hospital, LLC	TXu000281933	n/a
Vantage Scorecard	Community Health Systems, Inc.	TX0007142717 10/12/2007	Atiba Software, LLC
Surgipointe V 1.0.4	Quorum Health Resources, LLC	TX0007381920 7/29/2008	Quorum Health Resources, LLC, (employer for hire)

II. Copyright Applications

None.

III. Copyright Licenses

None.

TRADEMARK SECURITY AGREEMENT dated as of August 17, 2012 (this “*Agreement*”), among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation, BLUE ISLAND HOSPITAL COMPANY, LLC, a Delaware limited liability company, CHS WASHINGTON HOLDINGS, LLC, a Delaware limited liability company, QUORUM HEALTH RESOURCES, LLC, a Delaware limited liability company, TRIAD HEALTHCARE CORPORATION, a Delaware corporation and YOUNGSTOWN OHIO HOSPITAL COMPANY, LLC, a Delaware limited liability company (each a “*Grantor*”, and collectively, the “*Grantors*”) and CREDIT SUISSE AG, as Collateral Agent (the “*Collateral Agent*”).

Reference is made to (a) the Amended and Restated Guarantee and Collateral Agreement dated as of July 25, 2007, as amended and restated as of November 5, 2010 (as further amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among CHS/Community Health Systems, Inc., a Delaware corporation (the “*Company*”), Community Health Systems, Inc., a Delaware corporation (the “*Parent*”), the Subsidiaries of the Company party thereto and the Collateral Agent, (b) the Underwriting Agreement dated as of August 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “*Underwriting Agreement*”) among the Company, the Guarantors party thereto and Credit Suisse Securities (USA) LLC, as representative of the several underwriters specified therein (the “*Representative*”), (c) the Indenture dated as of August 17, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “*Indenture*”), among the Company, the Guarantors party thereto, the Collateral Agent and Regions Bank, as trustee (the “*Trustee*”), and (d) that certain designation certificate delivered to the Collateral Agent pursuant to Section 7.09(c) of the Security Agreement in order to secure the Notes and related obligations on a pari passu basis with the other obligations secured under the Security Agreement (subject to certain exceptions in the case of pledged stock). The Trustee and underwriters referred to above have agreed to purchase \$1,600,000,000 aggregate principal amount of 5.125% Senior Secured Notes due 2018 of the Company (the “*Notes*”) on the terms and subject to the conditions set forth in the Underwriting Agreement. The obligations of the underwriters to purchase the Notes are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the issuance of the Notes pursuant to the Indenture and is willing to execute and deliver this Agreement in order to induce the underwriters to purchase the Notes. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in and lien on, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and applications for registration (other than intent-to-use applications) in the United States Patent and Trademark Office (or any successor office), and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the “*Trademarks*”);

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

Notwithstanding the foregoing, no applications for registration of Trademarks filed in the United States Patent and Trademark Office on an intent-to-use basis will be included in the Trademark Collateral until such time as a statement of use has been filed and accepted by the United States Patent and Trademark Office with respect to such Trademark, to the extent that the grant of a security interest in any such Trademark application would adversely affect the validity or enforceability or result in cancellation or voiding of such Trademark application.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Choice of Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CHS/COMMUNITY HEALTH SYSTEMS, INC.,

by

/s/ Rachel A. Seifert

Name: Rachel A. Seifert
Title: Executive Vice President,
Secretary and General Counsel

BLUE ISLAND HOSPITAL COMPANY, LLC,

by

/s/ Rachel A. Seifert

Name: Rachel A. Seifert
Title: Executive Vice President

CHS WASHINGTON HOLDINGS, LLC,

by

/s/ Rachel A. Seifert

Name: Rachel A. Seifert
Title: Executive Vice President

QUORUM HEALTH RESOURCES, LLC,

by

/s/ Rachel A. Seifert

Name: Rachel A. Seifert
Title: Executive Vice President

TRIAD HEALTHCARE CORPORATION,

by

/s/ Rachel A. Seifert

Name: Rachel A. Seifert
Title: Executive Vice President

[Signature Page to Trademark Security Agreement]

YOUNGSTOWN OHIO HOSPITAL COMPANY, LLC,

by

/s/ Rachel A. Seifert

Name: Rachel A. Seifert

Title: Executive Vice President

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent,

by

/s/ Robert Hetu

Name: Robert Hetu

Title: Managing Director

by

/s/ Rahul Parmer





Name: Rahul Parmer

Title: Associate


[Signature Page to Trademark Security Agreement]

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
CHS/Community Health Systems, Inc.		7/23/1996	1988032
CHS/Community Health Systems, Inc.	A TIP-TOP MATERNITY CLUB	4/10/2001	2442377
CHS/Community Health Systems, Inc.	 Class 035	6/26/2001	2463770
CHS/Community Health Systems, Inc.	 Class 041	10/30/2001	2501702
Community Health Systems Professional Services Corporation	COMMUNITY CARES Standard Character CL 35	6/26/2001	2463771
Community Health Systems Professional Services Corporation	COMMUNITY CARES standard character CL 41	10/23/2001	2499955
Community Health Systems Professional Services Corporation (assigned by Community Health Systems, Inc. on 1/13/2011)		9/28/2010	3852138


<u>Registered Owner</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Triad Healthcare Corporation	GATEWAY HOME CARE	2750685	8/12/03
Triad Healthcare Corporation	GATEWAY MEDICAL CENTER	2775950	10/21/03
Triad Healthcare Corporation	REDIMED	3037881	1/3/06
Triad Healthcare Corporation	REHABILITATION HOSPITAL OF FORT WAYNE	3111485	7/4/06

Triad Healthcare Corporation	KCH REGIONAL REHABILITATION CENTER	3119373	7/25/06
Triad Healthcare Corporation	LUTHERAN HEART PAVILION	3131393	8/15/06
Triad Healthcare Corporation	MARY BLACK HEALTH SYSTEM & Design	3140091	9/5/06
Triad Healthcare Corporation	LUTHERAN CHILDREN'S HOSPITAL	3144409	9/19/06
Triad Healthcare Corporation	LUTHERAN HOSPITAL OF INDIANA	3144410	9/19/06
Triad Healthcare Corporation	LUTHERAN HEART CENTER	3156408	10/17/06
Triad Healthcare Corporation	LUTHERAN SLEEP DISORDERS CENTER	3166943	10/31/06
Triad Healthcare Corporation	(Device Only) (Leaf Design)	3167543	11/7/06
Triad Healthcare Corporation	ST. JOSEPH BEHAVIORAL HEALTH	3179375	12/5/06
Triad Healthcare Corporation	LUTHERAN HEALTH NETWORK	3185051	12/12/06
Triad Healthcare Corporation	BIRTHPLACE AT KOSCIUSKO COMMUNITY HOSPITAL & Design	3185595	12/19/06
Triad Healthcare Corporation	INNOVATIVE RECOVERIES	3191986	1/2/07
Triad Healthcare Corporation	NORTHWEST HEALTH SYSTEM	3322657	10/30/07
Triad Healthcare Corporation	NORTHWEST HEALTH SYSTEM (Design ONLY)	3285337	8/28/07
Triad Healthcare Corporation	NOTHWEST HEALTH SYSTEM & Design	3322661	10/30/07
Triad Healthcare Corporation	FAMILY TREE HEALTHCARE	3361686	1/1/08
Triad Healthcare Corporation		3444757	6/10/08
Triad Healthcare Corporation	THOUGHTFUL CARE	3437433	5/27/08
Triad Healthcare Corporation	LABCARE PLUS	3299222	9/25/07
Triad Healthcare Corporation	LABCARE PLUS & Design	3299223	9/25/07

Triad Healthcare Corporation	TRINITY MEDICAL CENTER	3321061	10/23/07
Triad Healthcare Corporation	TRINITY MEDICAL CENTER & Design	3321062	10/23/07


<u>Registered Owner</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Quorum Health Resources, LLC	QHR	3/28/2006	3074195
Quorum Health Resources, LLC	QHR	10/10/2006	3153336
Quorum Health Resources, LLC	SURVIVE AND THRIVE	11/27/2007	3345425
Quorum Health Resources, LLC		12/1/2009	3719929
Quorum Health Resources, LLC		1/12/2010	3737811
Quorum Health Resources, LLC		2/8/2011	3916779
Quorum Health Resources, LLC	REFORM READY	9/27/2011	4030986
Quorum Health Resources, LLC	VANTAGE SCORECARD	8/24/2010	3836740
Quorum Health Resources, LLC	VANTAGE LMS	9/13/2011	4024411
Quorum Health Resources, LLC		9/27/2011	4032424

Quorum Health Resources, LLC		4/16/2012	4128270
------------------------------	---	-----------	---------

<u>Registered Owner</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Youngstown Ohio Hospital Company, LLC		10/22/1991	1662085
Youngstown Ohio Hospital Company, LLC	TMH	10/13/1998	2194834

<u>Registered Owner</u>	<u>U.S. Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Blue Island Hospital Company, LLC	METROSOUTH MEDICAL CENTER	11/17/2009	3710989

II. Trademark Applications

<u>Registered Owner</u>	<u>U.S. Mark</u>	<u>App. Date</u>	<u>App. No.</u>
CHS Washington Holdings LLC	HEALTHCARE NORTHWEST INTEGRATED DELIVERY SYSTEM	Filed 2/5/2010	S.N. 77/929467
CHS Washington Holdings LLC	ROCKWOOD HEALTH SYSTEM	Filed 11/2/2011	S.N. 85/462,774
Quorum Health Resources, LLC		Filed 1/11/2010	S.N. 77/909121

III. Trademark Licenses

None.

FOURTH SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of September 30, 2012, among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the “**Issuer**”), each of the parties identified as a New Subsidiary Guarantor on the signature pages hereto (each, a “**New Subsidiary Guarantor**” and collectively, the “**New Subsidiary Guarantors**”) and REGIONS BANK, as successor Trustee under the Indenture (the “**Trustee**”).

WITNESSETH:

WHEREAS the Issuer has heretofore executed and delivered to the Trustee, as successor trustee, an Indenture (the “**Indenture**”), dated as of November 22, 2011, providing for the issuance of the 8.000% Senior Notes due 2019 (the “**Securities**”);

WHEREAS, each of the undersigned New Subsidiary Guarantors has deemed it advisable and in its best interest to execute and deliver this Supplemental Indenture, and to become a New Subsidiary Guarantor under the Indenture; and

WHEREAS, pursuant to Section 9.01(4) of the Indenture, the Trustee, the Issuer and the New Subsidiary Guarantors are authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the New Subsidiary Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

SECTION 1. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Indenture.

SECTION 2. Guaranties. Each New Subsidiary Guarantor hereby agrees to guarantee the Issuer’s obligations under the Securities on the terms and subject to the conditions set forth in Article 10 of the Indenture and to be bound by all other applicable provisions of the Indenture as a Subsidiary Guarantor.

SECTION 3. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, shall inure to the benefit of the Trustee and every Holder of Securities heretofore or hereafter authenticated and the Issuer, the Trustee and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 4. Governing Law. **THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 5. Trustee Makes No Representation. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

SECTION 6. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 7. Effect of Headings. The Section headings herein are for convenience only and shall not effect the construction of this Supplemental Indenture.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed as of this 30th day of September, 2012.

CHS/Community Health Systems, Inc.,
a Delaware corporation

By: /s/ Rachel A. Seifert
Rachel A. Seifert
Executive Vice President, Secretary & General Counsel

Northwest Arkansas Hospitals, LLC,
a Delaware limited liability company

By: /s/ Rachel A. Seifert
Rachel A. Seifert
Executive Vice President and Secretary

York Pennsylvania Holdings, LLC,
a Delaware limited liability company

By: /s/ Rachel A. Seifert
Rachel A. Seifert
Executive Vice President and Secretary

York Pennsylvania Hospital Company, LLC,
a Delaware limited liability company

By: /s/ Rachel A. Seifert
Rachel A. Seifert
Executive Vice President and Secretary

Regions Bank, as Trustee

By: /s/ Paul Williams
Paul Williams
Vice President

FIRST SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of September 30, 2012, among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the “**Issuer**”), each of the parties identified as a New Subsidiary Guarantor on the signature pages hereto (each, a “**New Subsidiary Guarantor**” and collectively, the “**New Subsidiary Guarantors**”) and REGIONS BANK, as Trustee under the Indenture (the “**Trustee**”).

WITNESSETH:

WHEREAS the Issuer has heretofore executed and delivered to the Trustee an Indenture (the “**Indenture**”), dated as of July 18, 2012, providing for the issuance of the 7.125% Senior Notes due 2020 (the “**Securities**”);

WHEREAS, each of the undersigned New Subsidiary Guarantors has deemed it advisable and in its best interest to execute and deliver this Supplemental Indenture, and to become a New Subsidiary Guarantor under the Indenture; and

WHEREAS, pursuant to Section 9.01(4) of the Indenture, the Trustee, the Issuer and the New Subsidiary Guarantors are authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the New Subsidiary Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

SECTION 1. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Indenture.

SECTION 2. Guaranties. Each New Subsidiary Guarantor hereby agrees to guarantee the Issuer’s obligations under the Securities on the terms and subject to the conditions set forth in Article 10 of the Indenture and to be bound by all other applicable provisions of the Indenture as a Subsidiary Guarantor.

SECTION 3. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, shall inure to the benefit of the Trustee and every Holder of Securities heretofore or hereafter authenticated and the Issuer, the Trustee and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 4. Governing Law. **THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 5. Trustee Makes No Representation. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

SECTION 6. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 7. Effect of Headings. The Section headings herein are for convenience only and shall not effect the construction of this Supplemental Indenture.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed as of this 30th day of September, 2012.

CHS/Community Health Systems, Inc.,
a Delaware corporation

By: /s/ Rachel A. Seifert
Rachel A. Seifert
Executive Vice President, Secretary & General Counsel

Northwest Arkansas Hospitals, LLC,
a Delaware limited liability company

By: /s/ Rachel A. Seifert
Rachel A. Seifert
Executive Vice President and Secretary

York Pennsylvania Holdings, LLC,
a Delaware limited liability company

By: /s/ Rachel A. Seifert
Rachel A. Seifert
Executive Vice President and Secretary

York Pennsylvania Hospital Company, LLC,
a Delaware limited liability company

By: /s/ Rachel A. Seifert
Rachel A. Seifert
Executive Vice President and Secretary

Regions Bank, as Trustee

By: /s/ Paul Williams
Paul Williams
Vice President

FIRST SUPPLEMENTAL INDENTURE (this “**Supplemental Indenture**”), dated as of September 30, 2012, among CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation (the “**Issuer**”), each of the parties identified as a New Subsidiary Guarantor on the signature pages hereto (each, a “**New Subsidiary Guarantor**” and collectively, the “**New Subsidiary Guarantors**”) and REGIONS BANK, as Trustee under the Indenture (the “**Trustee**”).

WITNESSETH:

WHEREAS the Issuer has heretofore executed and delivered to the Trustee an Indenture (the “**Indenture**”), dated as of August 17, 2012, providing for the issuance of the 5.125% Senior Secured Notes due 2018 (the “**Securities**”);

WHEREAS, each of the undersigned New Subsidiary Guarantors has deemed it advisable and in its best interest to execute and deliver this Supplemental Indenture, and to become a New Subsidiary Guarantor under the Indenture; and

WHEREAS, pursuant to Section 9.01(4) of the Indenture, the Trustee, the Issuer and the New Subsidiary Guarantors are authorized to execute and deliver this Supplemental Indenture.

NOW THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt of which is hereby acknowledged, the Issuer, the New Subsidiary Guarantors and the Trustee mutually covenant and agree for the equal and ratable benefit of the Holders of the Securities as follows:

SECTION 1. Capitalized Terms. Capitalized terms used herein but not defined shall have the meanings assigned to them in the Indenture.

SECTION 2. Guaranties. Each New Subsidiary Guarantor hereby agrees to guarantee the Issuer’s obligations under the Securities on the terms and subject to the conditions set forth in Article 10 of the Indenture and to be bound by all other applicable provisions of the Indenture as a Subsidiary Guarantor.

SECTION 3. Ratification of Indenture; Supplemental Indentures Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, shall inure to the benefit of the Trustee and every Holder of Securities heretofore or hereafter authenticated and the Issuer, the Trustee and every Holder of Securities heretofore or hereafter authenticated and delivered shall be bound hereby.

SECTION 4. Governing Law. **THIS SUPPLEMENTAL INDENTURE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.**

SECTION 5. Trustee Makes No Representation. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture.

SECTION 6. Counterparts. The parties may sign any number of copies of this Supplemental Indenture. Each signed copy shall be an original, but all of them together represent the same agreement.

SECTION 7. Effect of Headings. The Section headings herein are for convenience only and shall not effect the construction of this Supplemental Indenture.

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Supplemental Indenture to be duly executed as of this 30th day of September, 2012.

CHS/Community Health Systems, Inc.,
a Delaware corporation

By: /s/ Rachel A. Seifert
Rachel A. Seifert
Executive Vice President, Secretary & General Counsel

Northwest Arkansas Hospitals, LLC,
a Delaware limited liability company

By: /s/ Rachel A. Seifert
Rachel A. Seifert
Executive Vice President and Secretary

York Pennsylvania Holdings, LLC,
a Delaware limited liability company

By: /s/ Rachel A. Seifert
Rachel A. Seifert
Executive Vice President and Secretary

York Pennsylvania Hospital Company, LLC,
a Delaware limited liability company

By: /s/ Rachel A. Seifert
Rachel A. Seifert
Executive Vice President and Secretary

Regions Bank, as Trustee

By: /s/ Paul Williams
Paul Williams
Vice President

FIRST OMNIBUS AMENDMENT

This **FIRST OMNIBUS AMENDMENT** (this "Amendment") is made as of July 30, 2012, among CHS RECEIVABLES FUNDING, LLC, a Delaware limited liability company ("Receivables Funding"), as Borrower and as the Company, THE BANK OF NOVA SCOTIA ("Scotia"), as a Managing Agent, CREDIT AGRICOLE CORPORATE AND INVESTMENT BANK ("CA-CIB"), as a Managing Agent and as Administrative Agent, COMMUNITY HEALTH SYSTEMS PROFESSIONAL SERVICES CORPORATION ("Professional Services"), a Delaware corporation, as Collection Agent under each of the Receivables Loan Agreement, Contribution Agreement, and Sale Agreement, and as Authorized Representative (as defined in the Sale Agreement, the "Authorized Representative"), CHS/COMMUNITY HEALTH SYSTEMS, INC., a Delaware corporation ("CHS"), as Transferor and as Buyer, and EACH OF THE OTHER PERSONS IDENTIFIED ON THE SIGNATURE PAGES HERETO AFFILIATED WITH CHS/COMMUNITY HEALTH SYSTEMS, INC., as Originators. All capitalized terms used herein without reference shall have the meanings assigned to such terms in the Receivables Loan Agreement, dated as of March 21, 2012 (as amended, restated, modified or supplemented from time to time, the "Receivables Loan Agreement"), among Receivables Funding, as Borrower, the Lenders party thereto from time to time, Scotia, as a Managing Agent, CA-CIB, as a Managing Agent and as Administrative Agent, and Professional Services, as Collection Agent.

WHEREAS, Receivables Funding, as Borrower, Scotia, as a Managing Agent, CA-CIB, as a Managing Agent and as Administrative Agent and Professional Services, as Collection Agent, have entered into the Receivables Loan Agreement;

WHEREAS, CHS, as Transferor, Receivables Funding, as the Company, and Professional Services, as Collection Agent thereunder, have entered into the Receivables Purchase and Contribution Agreement, dated as of March 21, 2012 (as amended, restated, modified or supplemented from time to time, the "Contribution Agreement");

WHEREAS, the Originators, as originators, Professional Services, as Collection Agent and Authorized Representative thereunder, and CHS, as Buyer, have entered into the Receivables Sale Agreement, dated as of March 21, 2012 (as amended, restated, modified or supplemented from time to time, the "Sale Agreement"); and

WHEREAS, the parties hereto desire to amend certain provisions of the Receivables Loan Agreement, Contribution Agreement and Sale Agreement, pursuant to Section 10.01 of the Receivables Loan Agreement, Section 9.01 of Contribution Agreement and Section 9.01 of the Sale Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

SECTION 1. Amendments to Receivables Loan Agreement.

(a) The definition of "Patient Consent Form" set forth in Section 1.01 of the Receivables Loan Agreement is hereby amended and restated in its entirety to read as follows:

"Patient Consent Form" means a form signed by each patient for which a Receivable has been or will be created: (i) with respect to Receivables originated on or prior to September 30, 2012, that is in form and substance consistent in all material respects with those forms used by the applicable Originator in the ordinary course of its business, and (ii) with respect to Receivables originated after September 30, 2012, that is in form and substance in compliance with Applicable Law to permit an Originator to disclose certain demographic and health information with respect to each patient to the Originator's servicing agents and by such servicing agents and to any other Person (including the Administrative Agent and any Collection Agent) in the manner required or otherwise contemplated under the Facility Documents, except that, to the extent Applicable Law requires the Patient Consent Form to list specific persons or entities who may receive such patient information, such Patient Consent Form need not list the specific servicing agents or any other Person, including the Administrative Agent or any Collection Agent, in order to satisfy the requirements of this definition.

(b) Section 5.01 (m) of the Receivables Loan Agreement is hereby amended and restated in its entirety to read as follows:

(m) Audits. From time to time, but at least once per calendar year, upon reasonable prior written notice to the Borrower during regular business hours the Borrower will permit the Administrative Agent and the Managing Agents, or their respective agents or representatives, to (i) examine and make copies of and abstracts from all Records, and (ii) visit the offices and properties of the Borrower for the purpose of examining such Records and to discuss matters relating to the Receivables or the Borrower's performance hereunder with any of the officers or employees of the Borrower having knowledge of such matters; *provided* that the Administrative Agent and the Managing Agents (and their respective agents or representatives) shall not request and the Borrower and the Collection Agent shall not provide to the Administrative Agent and the Managing Agents (or their respective agents or representatives), any information or access to information that would constitute "Protected Health Information" as that term is defined in regulations implementing HIPAA, where such examination or access is prohibited by Applicable Law without a Patient Consent Form that lists the Administrative Agent, the Managing Agents and their specific agents or representatives who will access "Protected Health Information". Unless an Event of Default or a Trigger Event has occurred and is continuing, only one such examination and visit per calendar year shall be at the expense of the Borrower.

(c) Section 5.01 (x) of the Receivables Loan Agreement is hereby amended and restated in its entirety to read as follows:

(x) Deviation from Patient Consent Form. At any time following September 30, 2012, without the prior written consent of the Administrative Agent, the Borrower will not, and will not suffer or permit the Collection Agent or any Originator to, substitute, alter, modify, or change in any way any of the Patient Consent Forms except in an Immaterial Respect.

SECTION 2. Amendments to Contribution Agreement.

(a) Section 4.01 (cc) of the Contribution Agreement is hereby amended and restated in its entirety to read as follows:

(cc) Commencing September 30, 2012, Patient Consent Forms are being obtained from each patient and customer receiving services or products.

(b) Section 5.01(e) of the Contribution Agreement is hereby amended and restated in its entirety to read as follows:

(e) Audits. From time to time, but at least once per calendar year, upon reasonable prior written notice from the Company during regular business hours, the Transferor will permit the Company, or its agents or representatives, to (i) examine and make copies of and abstracts from all Records, (ii) visit the offices and properties of the Transferor for the purpose of examining such Records, and to discuss matters relating to the Receivables or the Transferor's performance hereunder with any of the officers or employees of the Transferor having knowledge of such matters and (iii) have access to its software for the purposes of examining such Records; provided that in no event shall Transferor be required to allow examination of or access to "Protected Health Information", as such term is defined in regulations implementing HIPAA, where such examination or access is prohibited by Applicable Law without a Patient Consent Form that lists the Company and its specific agents or representatives who will access "Protected Health Information". Unless an Event of Termination or an "Event of Default" or a "Trigger Event" under the Loan Agreement has occurred and is continuing, only one such examination and visit per calendar year shall be at the expense of the Transferor.

SECTION 3. Amendments to Sale Agreement.

(a) The definition of "Patient Consent Form" set forth in Section 1.01 of the Sale Agreement is hereby amended and restated in its entirety to read as follows:

"Patient Consent Form" means a form signed by each patient for which a Receivable has been or will be created: (i) with respect to Receivables originated on or prior to September 30, 2012, that is in form and substance consistent in all material respects with those forms used by the applicable Originator in the ordinary course of its business, and (ii) with respect to Receivables originated after September 30, 2012, that is in form and substance in compliance with Applicable Law to permit an Originator to disclose certain demographic and health information with respect to each patient to the Originator's servicing agents and by such servicing agents and to any other Person (including the Administrative Agent and any Collection Agent) in the manner required or

otherwise contemplated under the Facility Documents, except that, to the extent Applicable Law requires the Patient Consent Form to list specific persons or entities who may receive such patient information, such Patient Consent Form need not list the specific servicing agents or any other Person, including the Administrative Agent or any Collection Agent, in order to satisfy the requirements of this definition.

(b) Section 4.01(bb) of the Sale Agreement is hereby amended and restated in its entirety to read as follows:

(bb) Commencing September 30, 2012, Patient Consent Forms are being obtained from each patient and customer receiving services or products.

(c) Section 5.01(h) of the Sale Agreement is hereby amended and restated in its entirety to read as follows:

(h) Audits. From time to time, but at least once per calendar year, upon reasonable prior written notice from the Buyer during regular business hours, each Originator will permit the Buyer, or its agents or representatives, to (i) examine and make copies of and abstracts from all Records, (ii) visit the offices and properties of each Originator for the purpose of examining such Records, and to discuss matters relating to the Receivables or each Originator's performance hereunder with any of the officers or employees of such Originator having knowledge of such matters and (iii) have access to its software for the purposes of examining such Records; provided that, in no event shall any Originator be required to allow examination of or access to "Protected Health Information", as such term is defined in regulations implementing HIPAA, where such examination or access is prohibited by Applicable Law without a Patient Consent Form that lists the Buyer and its specific agents or representatives who will access "Protected Health Information". Unless an Event of Termination or an "Event of Default" or a "Trigger Event" under the Contribution Agreement or the Loan Agreement has occurred and is continuing, only one such examination and visit per calendar year shall be at the expense of the Originators.

(d) Section 5.01(s) of the Sale Agreement is hereby amended and restated in its entirety to read as follows:

(s) Deviation from Patient Consent Form. At any time following September 30, 2012, without the prior written consent of the Buyer, no Originator will, nor will it suffer or permit the Collection Agent to, substitute, alter, modify, or change in any way any of the Patient Consent Forms except in an Immaterial Respect.

SECTION 4. Consent to Amendments to Business Associate Agreements. The Administrative Agent and each Managing Agent hereby provides its prior written consent and each of the parties hereto agrees to the amendment by the CHS Parties to (a) the Business Associate Agreement, (b) that certain business associate addendum, dated March 14, 2012, between the Collection Agent and FTI Consulting, Inc. and (c) each business associate

addendum between or among the CHS Parties executed in connection with the transactions contemplated by the Receivables Loan Agreement, which amendments, in each case, shall add the “Qualified Service Organization” provision that has been reviewed by the parties hereto to the applicable Facility Document to allow the release of information protected by the federal and state substance abuse treatment regulations without consent.

SECTION 5. Effectiveness. This Amendment shall become effective as of the date hereof at such time that executed counterparts of this Amendment have been delivered by each party hereto to the other parties hereto.

SECTION 6. Representations and Warranties.

(a) Each of the Borrower and the Collection Agent makes each of the representations and warranties contained in Sections 4.01 and 4.02, respectively, of the Receivables Loan Agreement as of the date hereof, in each case after giving effect to this Amendment, except for those representations and warranties that refer to specific dates, which are made as of the dates indicated therein.

(b) Each of the Borrower and the Collection Agent further represents and warrants that, both before and after giving effect to this Amendment, no event has occurred and is continuing which constitutes an Event of Default, or would, with the passage of time or the giving of notice, constitute an Event of Default.

SECTION 7. Confirmation of Agreements. All references to each of the Receivables Loan Agreement, Contribution Agreement and Sale Agreement in the Facility Documents and the other documents and instruments delivered pursuant to or in connection with such Facility Documents shall mean, respectively, (i) the Receivables Loan Agreement as amended by this Amendment, and as hereafter modified, amended or restated, (ii) the Contribution Agreement as amended by this Amendment, and as hereafter modified, amended or restated and (iii) the Sale Agreement as amended by this Amendment, and as hereafter modified, amended or restated. Except as herein expressly amended, each of the Receivables Loan Agreement, Contribution Agreement and Sale Agreement are ratified and confirmed in all respects and shall remain in full force and effect in accordance with each agreement’s respective terms.

SECTION 8. GOVERNING LAW. THIS AMENDMENT SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE UNITED STATES AND THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS SITTING IN NEW YORK COUNTY, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AMENDMENT, ANY OTHER FACILITY DOCUMENT, ANY OTHER DOCUMENT DELIVERED PURSUANT HERETO OR THERETO, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS THE MAINTENANCE OF ANY SUCH ACTION OR PROCEEDING AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

SECTION 9. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by facsimile or by electronic mail in portable document format (pdf) shall be effective as delivery of a manually executed counterpart of this Amendment.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Amendment has been duly executed as of the date first written above.

CHS RECEIVABLES FUNDING, LLC, as
Borrower and as Company

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

COMMUNITY HEALTH SYSTEMS
PROFESSIONAL SERVICES CORPORATION, as
Collection Agent under each of the Receivables Loan
Agreement, Contribution Agreement and Sale
Agreement and as Authorized Representative

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

CHS/COMMUNITY HEALTH SYSTEMS, INC.,
as Transferor and as Buyer

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

Signature Page to First Omnibus Amendment

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT
BANK, as Administrative Agent and as a Managing Agent

By: /s/ Sam Pilcer

Name: Sam Pilcer

Title: Managing Director

By: /s/ Kostantina Kourmpetis

Name: Kostantina Kourmpetis

Title: Managing Director

Signature Page to First Omnibus Amendment

THE BANK OF NOVA SCOTIA, as a Managing Agent

By: /s/ Mark Sparrow

Name: Mark Sparrow, Director
Title:

Signature Page to First Omnibus Amendment

ORIGINATORS:

AFFINITY HOSPITAL, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

BERWICK HOSPITAL COMPANY, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

BLUEFIELD HOSPITAL COMPANY, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

BROWNWOOD HOSPITAL, L.P.

By: Brownwood Medical Center, LLC
Its: General Partner

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

BULLHEAD CITY HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

CARLSBAD MEDICAL CENTER, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

CLEVELAND TENNESSEE HOSPITAL
COMPANY, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

COATESVILLE HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

COLLEGE STATION HOSPITAL, LP

By: College Station Medical Center, LLC
Its: General Partner

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

CRESTVTEW HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

DEACONESS HEALTH SYSTEM, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

DYERSBURG HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

EMPORIA HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

FOLEY HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

FRANKLIN HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

GADSDEN REGIONAL MEDICAL CENTER,
LLC.

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

GALESBURG HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

GRANBURY HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

GRANITE CITY ILLINOIS HOSPITAL
COMPANY, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

GREENBRIER VMC, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

HOSPITAL OF MORRISTOWN, INC.

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

JACKSON, TENNESSEE HOSPITAL
COMPANY, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

JOURDANTON HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

LAKE WALES HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

LAREDO TEXAS HOSPITAL COMPANY, L.P.

By: Webb Hospital Corporation
Its: General Partner

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

LAS CRUCES MEDICAL CENTER, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

LEA REGIONAL HOSPITAL, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

LONGVIEW MEDICAL CENTER, L.P.

By: Regional Hospital of Longview, LLC
Its: General Partner

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

MARTIN HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

MARY BLACK HEALTH SYSTEM LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

MCKENZIE-WILLAMETTE REGIONAL MEDICAL
CENTER ASSOCIATES, LLC

By: /s/ James W. Doucette

Name: James W. Doucette

Title: Vice President and Treasurer

MCNAIRY HOSPITAL CORPORATION

By: /s/ James W. Doucette

Name: James W. Doucette

Title: Vice President and Treasurer

MCSA, L.L.C.

By: /s/ James W. Doucette

Name: James W. Doucette

Title: Vice President and Treasurer

MOBERLY HOSPITAL COMPANY, LLC

By: /s/ James W. Doucette

Name: James W. Doucette

Title: Vice President and Treasurer

NATIONAL HEALTHCARE OF LEESVILLE, INC.

By: /s/ James W. Doucette

Name: James W. Doucette

Title: Vice President and Treasurer

NATIONAL HEALTHCARE OF MT. VERNON,
INC.

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

NAVARRO HOSPITAL, L.P.

By: Navarro Regional, LLC
Its: General Partner

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

NORTHAMPTON HOSPITAL COMPANY, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

NORTHWEST HOSPITAL, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

ORO VALLEY HOSPITAL, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

PAYSON HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

PETERSBURG HOSPITAL COMPANY, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

PHOENIXVILLE HOSPITAL COMPANY, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

PINEY WOODS HEALTHCARE SYSTEM, L.P.

By: Woodland Heights Medical Center, LLC
Its: General Partner

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

POTTSTOWN HOSPITAL COMPANY, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

QHG OF ENTERPRISE, INC.

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

QHG OF SOUTH CAROLINA, INC.

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

RUSTON LOUISIANA HOSPITAL COMPANY,
LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

SAN ANGELO HOSPITAL, L.P.

By: San Angelo Community Medical Center, LLC
Its: General Partner

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

SAN MIGUEL HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

SHELBYVILLE HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

SILOAM SPRINGS ARKANSAS HOSPITAL COMPANY, LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

TOOELE HOSPITAL CORPORATION

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

VICTORIA OF TEXAS, L.P.

By: Detar Hospital, LLC
Its: General Partner

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

WAUKEGAN ILLINOIS HOSPITAL COMPANY,
LLC

By: /s/ James W. Doucette
Name: James W. Doucette
Title: Vice President and Treasurer

WESLEY HEALTH SYSTEM LLC

By: /s/ James W. Doucette

Name: James W. Doucette

Title: Vice President and Treasurer

WEST GROVE HOSPITAL COMPANY, LLC

By: /s/ James W. Doucette

Name: James W. Doucette

Title: Vice President and Treasurer

WOMEN & CHILDREN'S HOSPITAL, LLC

By: /s/ James W. Doucette

Name: James W. Doucette

Title: Vice President and Treasurer

Signature Page to First Omnibus Amendment

**STATEMENT RE: COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES
(DOLLARS IN THOUSANDS)**

		Nine Months Ended September 30, 2012
Earnings		
Income from continuing operations before provision for income taxes	\$	381,681
Income from equity investees		(32,613)
Distributed income from equity investees		19,484
Interest and amortization of deferred finance costs		462,347
Amortization of capitalized interest		3,479
Implicit rental interest expense		50,581
Total Earnings	\$	884,959
Fixed Charges		
Interest and amortization of deferred finance costs	\$	462,347
Capitalized interest		20,766
Implicit rental interest expense		50,581
Total Fixed Charges	\$	533,694
Ratio of earnings to fixed charges		1.66x

I, Wayne T. Smith, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Community Health Systems, Inc.;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 1, 2012

/s/ Wayne T. Smith

Wayne T. Smith
Chairman of the Board, President
and Chief Executive Officer

I, W. Larry Cash, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Community Health Systems, Inc.;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and we have:
 - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors:
 - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 1, 2012

/s/ W. Larry Cash
W. Larry Cash
Executive Vice President,
Chief Financial Officer and Director

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Community Health Systems, Inc. (the "Company") on Form 10-Q for the period ending September 30, 2012, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Wayne T. Smith, Chairman of the Board, President and Chief Executive Officer of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Wayne T. Smith

Wayne T. Smith

Chairman of the Board, President and Chief Executive Officer

November 1, 2012

A signed original of this written statement required by Section 906 has been provided to Community Health Systems, Inc. and will be retained by Community Health Systems, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Community Health Systems, Inc. (the "Company") on Form 10-Q for the period ending September 30, 2012, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, W. Larry Cash, Executive Vice President, Chief Financial Officer and Director of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ W. Larry Cash

W. Larry Cash

Executive Vice President, Chief Financial Officer and Director

November 1, 2012

A signed original of this written statement required by Section 906 has been provided to Community Health Systems, Inc. and will be retained by Community Health Systems, Inc. and furnished to the Securities and Exchange Commission or its staff upon request.

